

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO S10	PAGE OF PAGES 1 117
2. CONTRACT NO.		3. SOLICITATION NO. N00174-04-R-0001		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 04 Mar 2004	6. REQUISITION/PURCHASE NO. 4230
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: BRENDA PRICE 1143B PRICEBL@IH.NAVY.MIL INDIAN HEAD MD 20640-5035			CODE N00174	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		
				CODE TEL: FAX:		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg. 1558 until 03:00 PM local time 05 Apr 2004
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME BRENDA PRICE	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6570	C. E-MAIL ADDRESS pricebl@ih.navy.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
28. AWARD DATE					

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

LOT I – BASIC REQUIREMENT The guaranteed minimum shall be \$10,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RESEARCH & DEVELOPMENT TECHNICAL, ENGINEERING, AND ANALYTICAL SUPPORT SERVICES IN ACCORDANCE WITH SECTION C, STATEMENT OF WORK	1	Lot		
				TOTAL COST	\$
				FIXED FEE	\$
				TOTAL COST PLUS FIXED FEE	\$
0002	OTHER DIRECT COSTS (ODC's) – ASSOCIATES/ CONSULTANTS, TRAVEL, SUPPLIES/MATERIALS TO SUPPORT CLIN 0001	1	Lot	*NTE \$415,000.00	NTE \$415,000.00
0003	DATA IN ACCORDANCE WITH (IAW) SECTION J, DD FORM 1423		1 Lot	*NSP	

LOT II – OPTION I						
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0004	RESEARCH & DEVELOPMENT TECHNICAL, ENGINEERING, AND ANALYTICAL SUPPORT SERVICES IN ACCORDANCE WITH SECTION C, STATEMENT OF WORK	1	Lot			
				TOTAL COST	\$	
				FIXED FEE	\$	
				TOTAL COST PLUS FIXED FEE	\$	
0005	OTHER DIRECT COSTS (ODC's) – ASSOCIATES/ CONSULTANTS, TRAVEL, SUPPLIES/MATERIALS TO SUPPORT CLIN 0004	1	Lot	*NTE \$415,000.00		NTE \$415,000.00
0006	DATA IN ACCORDANCE WITH (IAW) SECTION J, DD FORM 1423		1 Lot	**NSP		

LOT III – OPTION II					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	RESEARCH & DEVELOPMENT TECHNICAL, ENGINEERING, AND ANALYTICAL SUPPORT SERVICES IN ACCORDANCE WITH SECTION C, STATEMENT OF WORK	1	Lot		
				TOTAL COST	\$
				FIXED FEE	\$
				TOTAL COST PLUS FIXED FEE	\$
0008	OTHER DIRECT COSTS (ODC's) – ASSOCIATES/ CONSULTANTS, TRAVEL, SUPPLIES/MATERIALS TO SUPPORT CLIN 0007	1	Lot	*NTE \$415,000.00	NTE \$415,000.00
0009	DATA IN ACCORDANCE WITH (IAW) SECTION J, DD FORM 1423	1	Lot	**NSP	NSP

LOT IV – OPTION III					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	RESEARCH & DEVELOPMENT TECHNICAL, ENGINEERING, AND ANALYTICAL SUPPORT SERVICES IN ACCORDANCE WITH SECTION C, STATEMENT OF WORK	1	Lot		
				TOTAL COST	\$
				FIXED FEE	\$
				TOTAL COST PLUS FIXED FEE	\$
0011	OTHER DIRECT COSTS (ODC's) – ASSOCIATES/ CONSULTANTS, TRAVEL, SUPPLIES/MATERIALS TO SUPPORT CLIN 0010	1	Lot	*NTE \$415,000.00	NTE \$415,000.00
0012	DATA IN ACCORDANCE WITH (IAW) SECTION J, DD FORM 1423	1	Lot	**NSP	NSP

LOT V –	OPTION IV				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	RESEARCH & DEVELOPMENT TECHNICAL, ENGINEERING, AND ANALYTICAL SUPPORT SERVICES IN ACCORDANCE WITH SECTION C, STATEMENT OF WORK	1	Lot		
				TOTAL COST	\$
				FIXED FEE	\$
				TOTAL COST PLUS FIXED FEE	\$
0014	OTHER DIRECT COSTS (ODC's) – ASSOCIATES/ CONSULTANTS, TRAVEL, SUPPLIES/MATERIALS TO SUPPORT CLIN 0013	1	Lot	*NTE \$415,000.00	NTE \$415,000.00
		1	Lot	**NSP	NSP
0015	DATA IN ACCORDANCE WITH (IAW) SECTION J, DD FORM 1423				

*NTE – Not to Exceed. Inclusive of G&A. Fee is prohibited on ODC's

**NSP – Not Separately Priced

NOTES:

1. The guaranteed minimum amount of \$10,000.00 is for the base year only.
2. Definition of Contractor – The term contractor as used in this solicitation is defined to include the prime contractor and subcontractors with who the prime contractor has entered into firm commitments prior to award.
3. Definition of Associate/Consultant – For the purpose of this contract, associate/consultant is defined as an expert/specialist person/persons whose expertise is required to assist/support the contractors own team in the performance of a task order. These specialized associate/consultant subcontract services shall be incidental to the contract's performance. In accordance with FAR 52.244-3 and other provisions that may be set forth herein, written approval of an associate/consultant proposed with respect to performance of a delivery order requirement under this contract shall be obtained from the contracting/ordering officer prior to use of these subcontract services. Associates/consultants need not be identified upon submission of offerors original proposal upon which award shall be based but, if applicable, shall be identified in proposals submitted in response to task order tasks issued under this contract.

4. By submission of an offer and execution of a contract, the contractor agrees that in performance of the contract, the contractor will perform 50% or more of the total cost of each individual Task Order.

5. A definitive DD Form 1423 shall be attached to each task order. The DD Form 1423 attached hereto, in Section J, covers requirements with respect to the basic contract only.

6. NOTIFICATION TO OFFERORS REGARDING SUBCONTRACTOR FEE:

Offerors are hereby notified that all fees to be paid under this contract will be paid to the prime contractor in a fee pool for disbursement to their subcontractor. No subcontractor proposal shall contain an amount for fee. The prime contractor shall arrange the manner by which fee will be distributed to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.

CLAUSES INCORPORATED BY REFERENCE

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996) JUL 2002

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 - EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0007 - LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0014 - PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to _ percent (_%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0016 - PROVISIONING TECHNICAL DOCUMENTATION - WITHHOLDING OF PAYMENT (NAVSEA) (SEP 1990)

(a) For the purpose of paragraph (c) of the "PROGRESS PAYMENTS" clause of this contract, if included, the requirement that the Contractor develop and deliver Provisioning Technical Documentation (PTD) is considered to be a "material requirement of this contract," and Contractor failure to make adequate progress in the development of PTD, or to deliver acceptable PTD on a timely basis, may result in reduction or suspension of Progress Payments as provided in said paragraph.

(b) The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "TECHNICAL DATA--WITHHOLDING OF PAYMENT" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "LIMITATION ON WITHHOLDING OF PAYMENTS (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

CLAUSES INCORPORATED BY FULL TEXT

IHD 5 - FEE, COST PLUS FIXED FEE INDEFINITE QUANTITY TYPE CONTRACTS (NAVSEA/IHD) (FEB 2000)

The percentage of fee applicable to delivery orders will be the same as the fee established in the basic contract.

Section C - Descriptions and Specifications

STATEMENT OF WORK

SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.0 INTRODUCTION

The contractor shall provide engineering, technical and analytical services as ordered, in support of the various research and development programs and projects at the Carderock, Dahlgren, and Indian Head Divisions of the Naval Surface Warfare Center (NSWC). These projects and programs include the following and their derivatives.

- Electrochemistry and Advanced Power Sources
- Magnetic and Non-magnetic material formulation
- Magnetic Silencing
- Shipboard Shock Effects
- Stainless Steel Monohul
- Continuous Rod Warhead
- Assault Breaching Systems
- Explosive Safety
- Extended Range Guided Munition
- Thermobaric Warhead Effects
- Rapid Airborne Mine Countermeasure System (RAMICS)
- Evolved Sea Sparrow Missile
- Damage resistant hull and structure designs
- Strategic systems re-entry vehicles materials and guidance systems
- Radiation Safety
- Immediate Multi-sensor Perimeter and Area Security System (IMPASS)
- Mine Vulnerability
- Advanced Underwater Warheads
- Airborne Mine Neutralization
- Mission Responsive Ordnance
- Reactive Material Enhanced Warhead
- Rolling Airframe Missile
- Smoke Warhead
- Conventional Fuzing
- Electromagnetic sensors and signal processing
- Far Term Assault Breaching Systems
- Electromagnetic Effects
- Mine Countermeasures
- Bomb Effects
- Directed Blast
- Advanced Projectile Penetrator
- High Speed Ordnance
- AC-130 gunship
- Advanced Ordnance Section
- Long Range Land Attack Projectile
- Technology Transfer

The following section provides a general outline of the scope of the work and the representative types of tasks that the Contractor may be required to perform as relates to the above projects, programs and their derivatives. These descriptions are general and would not be adequate for initiation of Contractor performance. The contract is an Indefinite Delivery, Indefinite Quantity, with a period of performance of 12 months, and provisions for four 12-month option periods. Detailed task specifications and requirements for Contractor performance shall be provided via the issuance of individual task orders under this contract. The contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherently Governmental functions. The contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services.

C.1 TASK AREA

C.1.1 General Technical Administrative Support

- a. Plan, organize and execute the logistical support and/or leadership functions of meetings, seminars, workshops, conferences or training classes.
- b. Make announcements, outlines, agendas or syllabus as required.
- c. Mail announcements, log attendees, provide meeting space for up to approximately 25 attendees within the Washington DC metro area and generally coordinate logistics for conferences and events for up to several hundred attendees. The contractor can not lease or rent spaces on behalf of the Government.
- d. Provide support to assemble, maintain, file and administer program office plans, documentation, files and correspondence and general operations as assigned.

C.1.2 Weapon and Shipboard Systems

The Contractor shall provide the necessary engineering, technical, programmatic and analytical services, as ordered, in support of the development and production of weapon and shipboard systems. This work addresses, but is not limited to, system requirements analysis, the design, fabrication, development, test plan preparation, test management, test, evaluation, modeling and simulation, virtual prototyping, packaging, and other support required for weapon and component development. The Contractor shall perform the tasks as detailed below:

- a. Design of components, preparation of drawing layouts/detailed drawings and specifications, design system control software, perform virtual prototyping in a synthetic environment, fabrication of hardware and software.
- b. ***Perform static and dynamic analyses of weapon/component structures, and prediction of failure modes. Develop preventative maintenance techniques through relevant diagnostic techniques such as fault tree analysis and both parametric and non-parametric statistical analyses.***
- c. Develop and maintain work breakdown structures.
- d. Develop and maintain Configuration Management Plans.
- e. Perform analysis of weapon systems and subsystems design disclosure documentation. This type of analysis includes data package of performance specifications, drawings and other data used to define a component, subsystem or system.
- f. Design and analysis of fuze and safe and arming systems.
- g. Perform design and fabrication of fabric structures such as nets, parachutes, sea anchors, etc. These types of structures are for the purpose of retardation, position keeping, and area coverage; e.g., air dropped weapon speed reduction before water impact or coverage.
- h. Prepare and/or review test plans, procedures, and test equipment requirements. Design and fabricate required test fixtures.
- i. Prepare and/or review, edit, or critique technical reports and programmatic documentation.
- j. Test material, components, and systems to ensure conformance to the technical data package. Record, analyze and assess test data.
- k. Perform trade-off studies and analyses and other system engineering related tasks, i.e., reliability, maintainability, and producibility studies, and weapon system safety studies for government evaluation.
- l. Conduct studies and or analyses of weapon system and subsystem interfaces, characteristics, and performance.

- m. Fabricate development test hardware.
- n. Conduct technology studies, assess, and recommend electrochemical power sources for weapon system or subsystem applications.
- o. Prepare draft and/or review weapons specification and quality assurance plans and provide recommendations
- p. Review technical manuals and recommend improvements.
- q. Assess the warhead effects and target response using a fully coupled eulerian/lagrangian hydrocode DYSMAS (Dynamic System Mechanics Advanced Simulation), test plans, and experiments.
- r. Develop and demonstrate applications of robotics, automation, and real time control systems technology.
- s. Provide programmatic and meeting/workshop support.
- t. Design and fabricate models and other items for demonstration and training purposes.
- u. Support design reviews by reviewing technical data packages; analyze data for accuracy, test plans, and test reports.
- v. Develop, maintain, and support electronic data bases and document management systems.
- w. Assist in the development of system engineering plans as they relate to weapon/system specifications flowed down from weapon/system requirements. These will include such plans as program master plan, test plans, logistic support plans, system safety plans that are derived to characterize the system.

C.1.3 Weapons Effects Tests

The Contractor shall provide support for engineering, technical and analytical services, as required, in support of weapons effects testing programs at NSWC. This work addresses the testing and certification process to ensure that platforms and combat systems under development and being introduced into the fleet will meet the requirement of being operational after being exposed to weapons effects. Weapons effects refer to effects such as warhead terminal effects such as blast, shock, fragment, penetrator impact, and end-effect reaction.

- a. Design a warhead arena for fragment testing, gelatin blocks for arena testing, metal plates and holding fixtures for projectile tests, plates on fixtures for explosive testing in small scale facilities or a derivative of these fixtures.
- b. Participate in the generation of the test plan and test schedule, conduct of tests, data reduction, signal processing, data analysis, and reporting of results.
- c. Conduct failure analysis and recommend design changes.
- d. Develop and use analysis tools for non-linear structural response to dynamic loads, including failure and rupture.
- e. Predict damage from weapons effects.
- f. Develop protection concepts to mitigate warhead effects.
- g. Develop design methods for ships to resist weapons effects.

C.1.4 Submarine and Surface Ship Survivability

In support of submarine and surface ship warfare and survivability, the contractor shall provide NSWC with the necessary engineering, technical, analytical, developmental, testing, and programmatic services, as ordered, to support the designs of warheads and ship hulls. This support refers to all types of Navy submarines and surface ships existing and developmental, specific classes shall be specified in task orders.

- a. Support submarine and surface ship survivability by developing methods to protect the hull envelope against the effects of underwater or air explosions (water-tight integrity).
- b. Support submarine and surface ship survivability by developing methods to protect equipment, internal and external, against weapons effects.
- c. Support submarine and surface ship survivability by developing and operating instrumentation systems to assess loading environment and structural response to ships and submarines to explosives or impact.
- d. Develop methods to predict hull damage from mines (hull whipping damage similar to data archived from previous test. Develop analytical methods to predict damage to hull, internal isolation systems, and propulsors from mine explosions.
- e. Develop enabling technology required for effective research into design concepts for survivable and affordable ships and submarines.
- f. Apply enabling technology to gain insight into ship/submarine underwater explosion response/failure, including the design and assembly of unique ship simulation test fixtures/equipment such as the Modular Ship Motion Simulator located at NSWC Carderock
- g. Develop and apply computational methods to assess the vulnerability of ships and submarines.

C.1.5 Warheads, Energetic-Material Devices and Delivery Systems

The Contractor shall provide research and engineering support in the development of new warheads (conventional and strategic), distributed explosives techniques, kinetic energy devices, shaped charges, and other energetic-material devices and their delivery systems.

Support will be required in research, engineering, modeling and simulation, testing and generation of performance, reliability and safety requirements, test plans, document management, and equipment requirements for technical and tactical manuals and handbooks. The types of weapons systems covered include bombs, rockets, decoys, projectiles, mines and mine clearance devices, torpedoes, surf zone clearance devices, special purpose, SEAL ordnance devices, and air and surface launched missiles and strategic systems. The Contractor shall perform the tasks as detailed below:

C.1.5.1 Design/Analyze and Optimize Projectiles and other delivery systems

- a. Design and optimize projectiles for penetration, drag, stability, integrity and payload. Typical designs include inert mine and hull penetrating projectiles wherein the key characteristics might be kinetic energy available as a function of projectile flight range.
- b. Analyze and improve penetration capabilities against multi-layered metal/water targets.
- c. Develop analytical models for projectiles to be used in computing their structural integrity and survivability.

- d. Analyze and assess the effectiveness and safety of distributed explosive delivery systems in accordance with safety standards. The safety standards are the standards of the DOD Explosive Safety Program and DON Explosive Safety Program.
- e. Develop computer animation and virtual reality productions of deployments using engagement data. This requirement shall be fulfilled via computer generated images that show the dynamics of computational results such as projectile flights or warhead gas bubble expansions or pressure field expansions.
- f. Attend and provide recommendations during design reviews in support of acquisition milestones.
- g. Assist in development of test plans and procedures.
- h. Review test models, test methods, procedures and equipment for accuracy.
- i. Collect program reports, presentation, and briefing materials. Provide re-formatting of materials to convert from one media, e.g. paper, to another, e.g. electronic copies. Maintain them in a library for access, editing, revision, or distribution.

C.1.5.2 Evaluate performance of explosives and other energetic materials.

- a. Conduct evaluation studies of conventional or strategic warheads or vehicles, shaped charges, distributed explosives systems, kinetic energy warheads, and other energetic materials, including reactive materials. The evaluation studies shall consist of engineering analysis of the ability of the items to meet their performance parameters. Examples include ablative erosion, gas jet propagation, induced shock, overpressure, kinetic energy deposition, and reaction energy. Reactive materials refers to materials that chemically react when subjected to environmental changes such as violent impact with other metals or liquids, or contact with other materials that are inherently chemically reactive with them such as acids with metals.
- b. Assist in the development of test plans.
- c. Perform optimization studies such as ablation rate versus temperature, projectile penetration through metal thickness, and blast wave versus stand-off range
- d. Develop theory for detonation of non-ideal explosives such as design of warheads for maximum blast overpressure, when using explosives that are mixtures of different explosives.
- e. Evaluate bubble performance of underwater explosives/explosions for the maximization of warhead design for blast overpressure.
- f. Perform modeling and simulations of explosive behavior for the maximization of warhead design for blast overpressure.

C.1.5.3 Perform structural dynamic analysis by finite element and finite element difference methods. This tasking requires specialized computer codes or the use of finite element mathematical theories/techniques to perform analyses including structures responding to impulsive loads such as warhead blast effects; vibration response such as “hull whipping” damage criteria such as cracks for ruptures; and margins to allow for the survival against damage from whipping, cracks or rupture.

- a. Develop finite element and finite difference models of complex stiffened-shell structures.

- b. Complete vibration responses of structural elements.
- c. Provide consultation on structural damage criteria.
- d. Evaluate engineering designs and establish margins of safety.

C.1.5.4 Model projectiles, fuzes, explosives and their derivatives for impact problems

- a. Compare predictions against test results.
- b. Make damage determinations (i.e., stress and deformation analysis).

C.1.5.5 Warhead, distributed explosive, kinetic energy, and energetic material designs

- a. Review and provide comments and guidance on advanced concept warheads, distributed explosive techniques, kinetic energy warheads, shaped charges and other energetic material designs. This guidance shall include effectiveness, producibility, storage, handling, maintenance, shelf life, weapons compatibility, and platform compatibility.
- b. Support performance improvements.
- c. Review test methods, procedures and equipment requirements.
- d. Compare predictions with test results.

C.1.5.6 Design weapon delivery systems, including aerodynamic retardation systems, that will provide warhead terminal ballistics as required for warhead effectiveness and survivability.

- a. Provide system analyses and system component designs as required.
- b. Review test methods, assist in writing of test plans, and participate in tests.
- c. Analyze test results and compare with system predictions.

C.1.5.7 Mine Vulnerability Studies

- a. Perform hydrocode, finite element and finite difference modeling as appropriate to study vulnerability of mines to underwater explosions and in-air explosions.
- b. Assist in preparing test plans in terms of design of tests, design of test procedures, design of test fixtures, design of test articles and design of data analysis.
- c. Provide statistical and computational analysis (e.g. finite element model results) of both empirical tests and computational model analysis of mines and target effects.
- d. Provide nondeterministic analysis of mine vulnerability test data.

- e. Provide comprehensive vulnerability assessment of mines. Assessing mine vulnerability from multiple parameters such as: failure of the fuze, failure of the booster charge, failure of the sensor, failure of the main charge all due to such influences as pressure, fragment impact, or chemical reaction with an impacting projectile.
- f. Perform scientific studies of phenomena associated with mine vulnerability. Assessing mine vulnerability from multiple parameters such as: failure of the fuze, failure of the booster charge, failure of the sensor, failure of the main charge all due to such influences as pressure, fragment impact, or chemical reaction with an impacting projectile such as in the Advanced Mine countermeasure systems like Venom Penetrator to include more advanced techniques such as kinetic energy disruption, as in the RAMICS high speed gun launched inert projectile, and specific studies that might be limited to component vice whole mine vulnerability.

C.1.6 Research and Analysis of Materials Program

The Contractor shall provide research, engineering, technical and prototyping services, as required, in support of specific materials applications to Navy and DOD needs. The general nature of the work involves materials research, engineering analysis, design, specifications, prototyping, and fabrication of test fixtures and tooling. Covered are metallic and non-metallic materials and coatings including composites. The work also includes synthesis, characterization and evaluation of various magnetic materials. The contractor facilities required to support the limited sample quantities for this tasking area is a well equipped machine shop. The Contractor shall perform the tasks as detailed below:

- a. Design components, test fixtures, and tooling.
- b. Prepare/review drawings, specification, test plans, and schedules.
- c. Fabricate components, test fixtures and tooling.
- d. Conduct static and dynamic analysis of structures and prediction of failure modes.
- e. Support the preparation of composite structures.
- f. Test and evaluate metallic, non-metallic, and magnetic material sample components and specimens.
- g. Record and analyze test data.
- h. Locate vendors or suppliers of composites.

C.1.7 Electrochemistry program

The contractor shall furnish research and engineering support in the investigation of electrochemical power sources and related electro-deposited coatings including identification of problems and development of approaches to power source development and coating application. The contract support for this task area shall focus on electrochemical power sources such as batteries and fuel cells versus internal combustion power sources. Issues such as power density, reaction to environments such as water, air, or other chemicals as relates to compliance with the explosive safety program. The application of batteries includes fuzes, ordnance items, and vehicles that require stored energy versus active generated energy such as from a motor. The contractor shall perform the tasks in support of power sources used in weapon and ordnance systems as detailed below:

- a. Analyze technical data packages for power sources to ensure completeness, technical accuracy, and compliance with applicable safety standards.

- b. Prepare special and supporting data such as performance test results, safety test results and environmental testing results on various power sources.
- c. Analyze and recommend solutions to power sources engineering development, product improvement and production problems.
- d. Assess capabilities and limitations of various power sources.
- e. Review test methods, procedures and equipment requirements.

C.1.8 Radiological Safety Program

The contractor shall furnish support for radiological safety programs as described below:

- a. Provide technical advice and training on formulation and execution of site radiological safety programs to comply with Navy, DOD, and pertinent federal, state, and local regulations and laws. The contractor shall assist the Navy in determining if these safety programs are in compliance and when determined that they are not, assist in ensuring that they become compliant.
- b. Assist in conducting the personnel and environmental dosimetry program, required for operations that use ionizing radiation.
- c. Perform radiation safety inspections, inventories, surveys and reviews of standard operating procedures and instrument readings to analyze air, fluid and work area samples to determine any release of radioactive material to the environment. Record and report findings to the government Radiation Safety Officer.
- d. Utilize Navy, NRC, and DOT directives and regulations for receipt, possession, and use of radioactive materials. Disposal of radioactive materials shall be performed by Navy personnel.

C.1.9 Magnetic Silencing Program

- a. The contractor shall provide engineering, technical, and programmatic efforts to support laboratory and field tests, instrumentation, special component design and assembly, test fixtures/equipment. Review and provide guidance and comments on deperming procedures, degaussing coil design and special test procedures.
- b. Assist in development of analysis techniques for magnetic signatures and the effectiveness of on-board systems for Navy platforms.
- c. Provide design recommendations for existing magnetic silencing test fixtures/equipment
- d. Provide support for the development and evaluation of physical and mathematical magnetic models.
- e. Assist in laboratory test programs and test fixture/equipment maintenance.
- f. Support field operations of the testing of various elements of the magnetic silencing program.
- g. Develop and maintain management information systems for the magnetic silencing program, documenting findings.

C.1.10 Supply contract tracking system

The contractor shall provide the necessary technical, analyst, and administrative support for office financial management support and the supply contract tracking system to perform the tasks as detailed below:

a. Provide software maintenance, user support, network administrative support, office administrative support, training, and software upgrades at the NSWC Divisions as required for non-Navy Marine Corps Intranet (NMCI) legacy systems. This support has include such supply tracking systems as WINSCATS, a Microsoft Access based system.

C.1.11 Operational Environmental Simulation Program

The contractor shall provide technical and program support to accomplish tasks similar to the following:

- a. Provide recommendations as to how to modify, design, fabricate, operate, and locate environmental testing facilities.
- b. Develop operational environmental criteria for specified ordnance systems. The operational environment shall consider temperature, pressure, humidity, and acceleration of the systems. Focusing on what an ordnance item is likely to “see” as it moves through its stockpile-to-target sequence.

C.1.12 Pulse Power System

The contractor shall provide research, engineering, and test support for the development of pulse power systems for new Navy electromechanical and other high voltage applications.

- a. Design, build and test various prototypes of pulse power systems.
- b. Design high voltage Marx generators, pulse forming lines and loads.
- c. Perform analytical calculations to support design.
- d. Develop electromechanical shock systems in support of underwater shock simulation.

C.2 *SECURITY CLEARANCE*

Contractor Facilities are required to have a security clearance at the SECRET level IAW the attached DD254. All contractor key employees must be United States citizens. SECRET level clearances for personnel shall be specified in task orders. All deliverables associated with this SOW are “unclassified” unless otherwise specified on the individual task orders. Individual task orders shall specify the security requirement.

C.3 MEDICAL CERTIFICATIONS

Contractor personnel performing ammunitions and explosive handling tasks under the scope of the contract at government facilities or property must meet the medical certification requirements of “Manual of the Medical

Department”, NAVMED P-117, paragraph 15-71B(3)(a)-(i) and “Medical Surveillance Procedures Manual and Medical Matrix”, NEHC-TM OM 6260. The term “civilian personnel” shall mean “contractor personnel”. Contractor personnel assigned to such duties are responsible to report to their contractor supervisor any physical condition, which may pose a health or safety hazard to self, coworkers, or degrades the safety of the working environment. Contractors are responsible to direct their employees thought to have a physical impairment, which may pose a health or safety hazard, to the appropriate medical practitioner for examination.

C.4 TRAVEL

The Contractor may be required to travel in performance of this contract. Specific travel requirements shall be delineated in individual task orders and shall be in accordance with the JFTR/FTR.

C.5 DELIVERABLES

Data shall be delivered in accordance with the individual task orders. All deliverables associated with this SOW are “unclassified” unless otherwise specified in the individual task orders. All reports required as deliverables under this contract are the property of the U.S. Government.

C.6 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

Individual task orders shall specify the Government Furnished Equipment and Information to be provided if determined necessary for the performance of the task order.

D. QUALITY ASSURANCE SURVEILLANCE PLAN

1.0 The contractor’s performance will be evaluated through the Contractor performance Assessment Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis after contract award and prior to exercising the option. The CPARS evaluation will be based on the contractor’s performance during the previous 12 months. The primary Government official responsible for the CPARS evaluation is the Contracting Officers Representative (COR) for the contract. The COR may be assisted, as necessary, by other Government individuals having information relevant to the quality of contract performance.

E. DISCLAIMER STATEMENT

Any reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

“The views, opinion and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy or decision, unless so designated by other official documentation.”

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0002 - ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

HQ C-1-0001 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, attached hereto in Section J.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's

objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

IHD 17 - Personnel Qualifications (Minimum) NAVSEA/IHD (FEB 2000)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

Labor Categories Minimum Requirements

d.1 RESOURCE REQUIREMENTS

The following labor categories are considered to be the minimum resource requirements for personnel involved in support of this contract and key personnel are required to have a security clearance at the SECRET level:

d.1.1 PRINCIPAL ENGINEER II (KEY PERSONNEL)

This position requires a minimum of 20 years experience in combat systems, or weapons design, test and evaluation, or analysis of weapon systems and 10 years experience relating to one or more of the task areas of Section C.1. A B. S. degree in engineering, physics, computer science, chemistry or mathematics is required. In addition, personnel should be a nationally recognized expert in his/her field.

d.1.2. PRINCIPAL ENGINEER I (KEY PERSONNEL)

This position requires a minimum of 15 years experience in combat systems, or weapons design, test and evaluation, or analysis of weapon systems and 10 years experience relating to one or more of the task areas of Section C.1. A B. S. degree in engineering, physics, computer science, chemistry or mathematics is required.

d.1.3. SENIOR ENGINEER II (KEY PERSONNEL)

This position requires a minimum of 10 years experience in the disciplines of engineering, physics, computer science, chemistry or mathematics and 5 years experience relating to one or more of the task areas of Section C.1. A B. S. degree in engineering, physics, computer science, chemistry, or mathematics is required.

d.1.4. SENIOR ENGINEER I (KEY PERSONNEL)

This position requires a minimum of six years experience in the applicable technologies and/or programmatic associated with the design, test and evaluation, or analysis of Navy Weapons systems and three years experience relating to one or more of the task areas of Section C.1. A B. S. degree in engineering, physics, computer science, chemistry or mathematics is required.

d.1.5. ENGINEER/SCIENTIST (KEY PERSONNEL)

This position requires a B. S. degree in engineering, computer science, chemistry, mathematics or physics with a minimum of three years work experience of which at least two years are in work relating to one or more of the task areas of Section C.1. Work experience areas should include, but are not limited to, circuit, circuit design, power sources, instrumentation, acoustics, signal processing, weapons, structures, dynamics, metallurgy, non-metallic materials, shock and vibration, aeronautics, ocean engineering, systems engineering, and project management.

d.1.6. JUNIOR ENGINEER/SCIENTIST (KEY PERSONNEL)

This position requires a B. S. degree in engineering, chemistry, computer science, mathematics or physics as an entry level position.

d.1.7. SENIOR CONFIGURATION MANAGEMENT SPECIALIST (KEY PERSONNEL)

This position requires at least 15 years of experience in one or more major aspects of Configuration Management as well as 60 credits in Data Management, Configuration Management, Systems Engineering or related disciplines. An additional five years of directly related experience may be substituted for the academic requirement.

Additionally, an in-depth understanding of all types of technical documentation and material specifications is required.

d.1.8. SENIOR COMPUTER SYSTEMS ARCHITECT (KEY PERSONNEL)

This position requires a B. S. degree in computer science, the physical sciences, engineering, or mathematics with at least 10 years experience or one or more professional certifications with experience in modeling, simulation, information systems, artificial intelligence, programming languages, distributed processing and networking, interactive computer graphics, software development and validation, real time control systems, computer hardware, computer architecture, or combinations thereof.

d.1.9. SENIOR COMPUTER SCIENTIST (KEY PERSONNEL)

This position requires a B. S. degree in computer science, the physical sciences, engineering, or mathematics with at least seven years of experience in modeling, simulation, information systems, artificial intelligence, real time control systems, programming languages, distributed processing and networking, interactive computer graphics, software development and validation, real time control systems, computer hardware, computer architecture, or combinations thereof.

d.1.10. SENIOR ANALYST (KEY PERSONNEL)

This position requires a minimum of 10 years of experience in the development, interfacing and application of computer based hardware and software systems including database and office management applications, with experience in the areas of database management and business or office management applications.

d.1.11. ANALYST (KEY PERSONNEL)

This position requires at a minimum of five years of experience in the development, interfacing and application of computer-based hardware and software systems including database and office management applications.

d.1.12. JUNIOR ANALYST

This is an entry level position requires an elementary knowledge of computer based hardware and software systems including database and office management applications.

d.1.13. GRAPHICS SPECIALIST (KEY PERSONNEL)

This position requires a minimum of two years of experience or an Associates degree with emphasis on the use of computer aided graphics, illustrations, and animation. Tasks will include preparation of illustrations, graphs, charts, tables and labeling for technical reports, manuals, handbooks, and presentation material.

d.1.14. SENIOR TECHNICIAN III (KEY PERSONNEL)

This position requires at a minimum of 20 years of specialized technical experience relating to one or more of the task areas of Section C.1. Experience in operating and maintaining complex test facilities such as deperming facilities, explosive test facilities or shock simulation facilities, or flash x-ray facilities, would also be considered as qualified.

d.1.15. SENIOR TECHNICIAN II (KEY PERSONNEL)

This position requires a minimum of 15 years of experience relating to one or more of the task areas of Section C.1. Experience should include, but is not limited to: troubleshooting, repair and calibration of instrumentation;

installation, modification, operation and testing of weapon systems equipment or equipment producing similar or related environmental effects.

d.1.16. SENIOR TECHNICIAN I (KEY PERSONNEL)

This position requires a minimum of 10 years of experience relating to one or more of the task areas of Section C.1. Experience should include, but is not limited to: troubleshooting, repair and calibration of instrumentation; installation, modification, operation and testing of weapon systems equipment or equipment producing similar or related environmental effects.

d.1.17. TECHNICIAN - MECHANICAL AND ELECTRONICS (KEY PERSONNEL)

This position requires a minimum of five years of experience relating to one or more of the task areas of Section C.1. Experience should include, but is not limited to troubleshooting, repair and calibration of instrumentation, installation, modification, operation and testing of shipboard equipment or equipment producing similar or related environmental effects.

d.1.18. JUNIOR TECHNICIAN

This entry level position requires demonstrated knowledge of the assembly and test of electronic, mechanical, or electromechanical systems or a minimum of 30 credit hours in electronic or mechanical technology at a college or university.

d.1.19. SENIOR LAYOUT DRAFTSMAN (KEY PERSONNEL)

This position requires a minimum of ten years of experience in the preparation of engineering drawings and parts lists per DOD STANDARDS. It also requires the preparation and checking of layout drawings of complex mechanical and electrical systems and the preparation of engineering change orders.

d.1.20. SENIOR MECHANICAL/ELECTRONICS
DESIGN/DRAFTSMAN (KEY PERSONNEL)

This position requires a minimum of ten years of experience in ordnance systems design. Personnel must be capable of preparing detail parts and assembly layouts and drawings per military and commercial standards and must be capable of evolving finished design concepts from general problem statements.

d.1.21. DRAFTSMAN (KEY PERSONNEL)

This position requires a minimum of five years of experience in the preparation of engineering drawings, parts lists, and illustrations. Knowledge of military and commercial standards is also required.

d.1.22 NETWORK TECHNICIAN II (KEY PERSONNEL)

This position requires a minimum of five years experience in the computer field with a working knowledge related to networking, such as, the assembly of computers, installation of hardware and software as well as troubleshooting and diagnosing network problems.

d.1.23 NETWORK TECHNICIAN I

This entry-level position requires a minimum of one year technical experience or 30 credit hours completion in a college or technical curriculum. It is an entry-level position and requires knowledge and skills to support the

introduction and maintenance of networking concepts. The position requires the ability to learn to perform routine maintenance on various computer systems and/or computer related equipment and software systems.

d.1.24. SENIOR SPECIFICATIONS/TECHNICAL WRITER (KEY PERSONNEL)

This position requires a B.S. degree with a minimum of ten years of experience in the preparation of Weapon Specifications and related documents. Writer must be fully versed in military and commercial standards.

d.1.25. SENIOR TECHNICAL WRITER (KEY PERSONNEL)

This position requires a minimum of ten years of experience in technical writing or a four year B. S. or B. A. college degree with five years experience. Personnel must exhibit ability to understand, interpret, and put into writing technical and non-technical data and the knowledge to format and edit in accordance with NSWC documentation standards.

d.1.26. TECHNICAL WRITER

This entry level position requires a minimum of five years of experience in technical writing or a Bachelor's degree with emphasis on English composition or technical writing. Personnel must exhibit the ability to understand, interpret and put into writing technical and non-technical data as generated by testing or as obtained from other sources and the knowledge to format and edit in accordance with NSWC documentation standards.

d.1.27. TECHNICAL TYPIST

This position requires word processing skills and knowledge of office equipment, computers, and customary software applications. Tasks include typing correspondence, typing reports, organizing and binding manuals; and miscellaneous clerical duties as required by the contract.

Note: At least one key personnel is to have 2 years continuous experience, gained within the past 5 years, in DYSMA

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

IHD 2 EXPLOSIVE OR HAZARDOUS MATERIALS – PACKAGING & LABELING (NAVSEA IHD)

(a) Packaging, Packing, Marking and Labeling of Explosive materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, placarded, etc) for shipment in accordance all applicable Department of Transportation/Department of Defense regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstance shall the contractor knowingly use materials, markings or procedures that are not in accordance with law and regulations applicable to the mode of transportation employed.

Mode of Transportation	Applicable Regulation
1. Domestic Highway	A
2. Domestic Commercial Air	A, B
3. Export Surface	A, C, E
4. Export Commercial Air	A, B, E
5. Export Military Air (MAC)	D, E

List of Regulations

- A. Code of Federal Regulations Title 49
- B. International Air Transport Association (IATA) Dangerous Goods Regulation
- C. International Maritime Organization (IMO) Dangerous Goods Regulation
- D. Air Force Joint Manual (AFJAM) Preparation of Hazardous Materials for Military Air Shipment
- E. Export shipments are also subject to the domestic regulations indicated to transport the material to the port of embarkation (POE).

(c) Markings listed below are a minimum for acceptance of the material:

- 1. Proper Shipping Name, UN Number, Name and Address of Shipper and Consignee as required by all the above regulations.

(d) Additional Required Markings for EXPLOSIVE Material

(To be completed by Contracting from Tech Data Package Information):

- 1. National Stock Number _____ or
Local Stock Number _____
- 2. Material Item Nomenclature
- 3. Lot # / Quantity contained in this package
- 4. Net Explosive Weight / Gross Weight of Package

(e) A packing list must be placed on the outside of the package with the shipping papers (i.e. DD 250, DD 1149, etc) enclosed. The shipping papers must include the technical point of contact at Destination for Delivery. All other documentation should be placed in a separate packing list.

TECHNICAL POINT OF CONTACT FOR DELIVERY:

(To be completed by Contracting from Tech Data Package Information)

NAME: _____
CODE: _____
PHONE NUMBER: (301) 744 - _____

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IHD 30 - HAZARDOUS MATERIALS (NAVSEA/IHD) FEB 2000

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL and all applicable government and carrier regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

TYPE OF SHIPMENT REGULATIONS	APPLICABLE
1. Domestic	A
2. Domestic Air Commercial	A, B, C
3. Domestic Air Military	A, F
*4. Export Surface	A, E, G
*5. Export Air Commercial	A, D, G
*6. Export Air Military (MAC)	F, G

LIST OF REGULATIONS

- A. Code of Federal Regulations Title: 49 Transportation Parts 100
- B. Official Air Transport Restricted Articles Tariff No. 6C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6
- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Joint Manual (AFJM) 24Preparation of Hazardous Materials for Military Air Shipment
- *G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

IHD 31 - MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: N00174-04-C-

Bldg:

Code:

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 - INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

HQ E-2-0005 - INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (NAVSEA)

For all items - Inspection and acceptance shall be made at destination by a representative of the Government.

HQ E-2-0006 - GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

IHD 7 VERIFICATION OF SERVICES AND TIME RECORDS (NAVSEA/IHD)

(a) The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract. The purpose of such inspection is to assure the qualifications of assigned personnel, verify the categories of labor being utilized, ascertain the accuracy of time and labor charges, preserve the identification of Government equipment and/or parts and material acquired for Government use and otherwise verify compliance with contractual requirements.

(b) In this regard the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the workday and do not unduly delay or inhibit workflow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel, appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

(c) When review of work in-process is determined necessary by the Contracting Officer, the Government reserves the right to conduct this review at the Contractor's plant or to require the Contractor to bring work-in-process to the Indian Head Division, Naval Surface Warfare Center for review.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of clause)

IHD 3 EXPLOSIVE MATERIAL - PLACE OF DELIVERY: DESTINATION (NAVSEA IHD)

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

(To be completed by Contracting from Tech Data Package Information)

NAME: _____
CODE: _____
PHONE NUMBER: (301) 744 -

(b) Proposals submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

IHD 62 - PERIOD OF PERFORMANCE (NAVSEA/IHD) FEB 2000

The Basic effort to be performed under this contract, including delivery of data, shall be completed within a period of 12 months beginning with the effective date of this contract. The Period of Performance for each Option is 12 months beginning with the date the option is exercised. Total Period of Performance, including Options and Task Orders, shall not exceed 60 months.

CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

NAPS 5252.232-9001 ALTERNATE 1 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) **ALTERNATE 1- (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to _____ . Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)
 - (4) Payment terms
 - (5) Procuring activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
 - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",
 X is required with each invoice submittal.
 _____ is required only with the final invoice.
 _____ is not required.
- (f) A Certificate of Performance

_____ shall be provided with each invoice submittal.

 X is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

* In contracts with the Canadian Commercial Corporation, substitute

"Administrative Contracting Officer" for "contract auditor".

** Check appropriate requirements.

(End of clause)

NAPS 5252.232-9002 INVOICES FOR CLASSIFIED CONTRACTS (JUL 1992)

To prevent disclosure of classified information, invoices submitted under this contract shall be so prepared that the supplies or services covered thereby can be identified only by reference to the contract. For example, the invoices may state "Contract N _____ Item 0001, 100 EA @\$1.00 = \$100.00" The security classification shown on the contract shall not appear on the invoice.

(End of clause)

HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator:
Phone Number: (301)744-

Payments/Invoicing:
Phone Number: (301)744-

Technical Representative:
Phone Number: (301)744-

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer
_____ at (301) 744- .

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
--------------------	--------------------	------------------

Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

IHD 84 - ACCIDENT REPORTING (NAVSEA/IHD) FEB 2000

(a) In accordance with DFARS 252.223-7002 (d) the Contractor shall immediately notify the Contracting Officer, Indian Head Division, Naval Sea Systems Command, Indian Head, MD 20640-5035 following an accident or incident. Also, a written report shall be forwarded within 10 days of the accident or incident containing, at a minimum, the following:

- (1) Location, date and local time of the occurrence;
- (2) Category of accident (fire, explosion, natural disaster, etc.);
- (3) Identification of equipment, material and type of activity involved;
- (4) Contract number;
- (5) Procuring activity (name of PCO and ACO);
- (6) Narrative of occurrence, including cause(s), if known;
- (7) Personnel involved and degree of injury, if any. Specify whether Contractor and/or Government personnel;
- (8) Assessment of damage. Estimate in dollars for contractor and/or government owned material, property, equipment;
- (9) Was a news release made? If so, by whom? If not, will a news release be made?
- (10) Was a request made for any assistance?
- (11) Will there be any effect on production? If so, explain in detail.
- (12) Corrective action taken, if any.
- (13) Name and title of person submitting this report.

(b) The DCAS ACO shall immediately notify the Procurement Contracting Officer (PCO) following an accident or incident and then forward weekly written reports until the accident or incident no longer affects production and/or when contract deliveries are on schedule.

IHD 86 - SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (NAVSEA/IHD) FEB 2000

Security badges will be issued by the Government only to those contractor personnel who require access to the Indian Head Division, Naval Sea Systems Command in connection with work to be performed under this contract. Approval for such issuance may only be granted by the COTR, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to the Indian Head Division, Naval Sea Systems Command. This does not include badges temporarily authorized for contractor visitors to Indian Head Division, Naval Sea Systems Command. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Sea Systems Command. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9112 ORDERS (COST-PLUS-FIXED-FEE) (JUN 2000)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word

"order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:

(1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, shall refer to the appropriate item under Section B of this agreement;

- (2) set forth quantities being ordered;
- (3) set forth preservation, packaging and packing instructions, if any;
- (4) set forth delivery or performance dates;
- (5) designate the place(s) where inspection and acceptance will be made by the Government;
- (6) set forth the estimated cost and fixed fee, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;
- (7) set forth appropriation and accounting data for the work being ordered;
- (8) be dated;
- (9) be identified by number in accordance with DFARS 204.7004;
- (10) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;
- (11) set forth the disbursing office where payment is to be made and other applicable contract administration data;
- (12) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification, and the basic ordering agreement are unauthorized;***
- (13) be issued on an SF 26 or a DD Form 1155; and
- (14) set forth any other pertinent information.

(c) Priced Orders. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until the estimated cost and fixed fee for the order has been agreed upon by the Contracting Officer and Contractor and an order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a cost proposal for the work specified in the order. The Contractor shall submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The estimated cost, fixed fee, and delivery schedule, as agreed upon, shall

be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Unpriced Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a firm priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for definitization, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the unpriced order is issued. The maximum ceiling amount is the maximum amount (including fee) at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any unpriced order.

(e) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Unpriced Orders. (1) The Contractor agrees that following the issuance of an unpriced order, it will promptly begin negotiating with the Contracting Officer the CPFF and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the unpriced order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its CPFF proposal; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The CPFF agreed upon shall be set forth in a bilateral modification to the order. In no event shall the CPFF exceed the maximum ceiling amount specified in the unpriced order.

(2) Each unpriced order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

- (i) specified target date which is not more than 180 days after the issuance of the unpriced order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or
- (ii) the date on which the amount of funds obligated by the Government under the unpriced order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (1) Each unpriced order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any unpriced order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the total CPFF proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

(h) Initial Spares. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.

(i) Ordering Activities. The following activities are authorized to issue orders hereunder:

NAVSEA INDIAN HEAD, CARDEROCK AND DALHGREN

The Contracting Officer of the Ordering Activity shall forward a copy of each executed order marked "DD-350", to the Commander, Naval Sea Systems Command, ATTN: SEA 0293.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

Item

Funds

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677
FAX: (909) 273-5200
Internet: <http://www.gidep.corona.navy.mil>

(End of Text)

5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

		ESTIMATED	
ITEM(S)	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>PERIOD OF PERFORMANCE</u>
	\$	\$	

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract: ____
To be addressed on individual Task Orders

IHD 1 - CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) NAVSEA/IHD
(JAN 2001)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

IHD 114 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVSEA/IHD) FEB 2000

(a) The COR for this contract is:

Name: _____ Mailing Address: _____
Code: _____ Telephone No.: _____

(b) The Alternate COR for this contract is:

Name: _____ Mailing Address: _____
Code: _____ Telephone No.: _____

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

IHD 122 - PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (FEB 2000) (NAVSEA/IHD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. This pricing form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is not overall reduction in the total estimated cost of the order.

IHD 125 - TYPES OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS (FEB 2000) (NAVSEA/IHD)

(a) The following types of delivery orders will be issued under this contract:

Cost Plus Fixed Fee

IHD 126 - GOVERNMENT-FURNISHED PROPERTY (FEB 2000) (NAVSEA/IHD)

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

To be addressed on individual Task Orders

(b) The property will be delivered at the Governments expense at or near **(The contractor is to insert the address, city or town and state in which the plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team track at which rail shipments will be received, as well as the name of the railroad(s)):**

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within 30 days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

IHD 150 - OPERATING SOFTWARE (MAR 2000) (NAVSEA/IHD)

The operating software required to make use of the equipment acquired under this contract will be provided and supported by the contractor. Operating software refers to those routines that interface directly with hardware peripheral devices, the computer operations, and applications and utility programs.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	JUN 2003
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.227-14	Rights in Data--General	JUN 1987
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-1	Property Records	APR 1984
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	JUN 2003
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-6 Alt II	Termination (Cost Reimbursement) (Sep 1996) - Alternate II	SEP 1996
52.250-1 Alt I	Indemnification Under Public Law 85-804 (Apr 1984) - Alternate I	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7005	Cost/Schedule Status Report	MAR 1998
252.243-7002	Requests for Equitable Adjustment	MAR 1998

252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

IHD 149 - ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (FEB 2000) (NAVSEA/IHD)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(c) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(d) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(e) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(f) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(g) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

NOTE: Ordering Officers may use other acceptable ordering procedures in negotiating orders under this contract.

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through end date of contract. The period of performance of the order may not exceed the end date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500., the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$2M;

(2) Any order for a combination of items in excess of \$2M; or

(3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of the contract or options.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised by written notice to the Contractor with 365 days after date of contract for Option I and each subsequent option 365 days thereafter; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

NOTE: Offeror shall identify the applicable proposed categories in reference to the attached wage determination and the personnel requirements identified in this solicitation.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this

clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE		NATIONAL STOCK		SENSITIVITY	
		NUMBER		CATEGORY	

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

- attachment (1) CONTRACT ADMINISTRATION PLAN
- attachment (2) WAGE DETERMINATION
- attachment (3) QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
- attachment (4) PAST PERFORMANCE MATRIX
- attachment (5) PAST PERFORMANCE SURVEY
- attachment (6) EXPERIENCE MATRIX
- attachment (7) PERSONNEL MATRIX
- attachment (8) DD 254
- attachment (9) SAMPLE COST PROPOSAL
- attachment (10) DD 1423

CAP PLAN

FOR COST REIMBURSEMENT COMPLETION/INDEFINITE
DELIVERY, INDEFINITE QUANTITY CONTRACT

CONTRACT ADMINISTRATION PLAN
CONTRACT NO. N00174

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
 - a. All pre-award information, questions, data, or Freedom of Information inquiries.
 - b. Post award conference
 - c. All post-award changes or interpretations regarding the scope terms, or conditions of the basic contract and/or task orders (unless technical clarifications/questions can be resolved by the COR).
 - d. Request, obtain, and evaluate proposals for delivery orders to be issued.
 - e. Negotiate/determine the price/estimated cost of the order is fair and reasonable for the effort proposed (may require COR

assistance)

- f. Issue order and obligate funds
- g. Authorize overtime (only if provided for in contract)
- h. Authorize performance to begin (includes emergencies)
- i. Maintains oversight to assure that funds and contract scope are not exceeded.

- j. Monitoring the COR
 - k. Meet at least quarterly with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending on the circumstances.
 - l. Perform all Contracting Officer functions not delegated to CAO.
2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.
 3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract/task order prior to final payment to the contractor.
 4. PAYING OFFICE is responsible for payment of proper invoices after acceptance (constructive or actual) or approved provisional payment.
 5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
 - a. Controlling all government technical interface with the contractor and providing technical advice and clarifications on the statement of work.
 - b. Providing copies of all government/contractor technical correspondence to the PCO.
 - c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor)
 - d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material, travel, etc. to assure invoice is consistent with the task order and the progress made to date and that the charges appear proper. If the COR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter to DFAS (with a copy to the PCO) so they can include these areas in their final audit.
 - e. Monitoring (a) the types of labor categories and number of hours ordered, and (b) that which is actually performed, to assure that neither result in the use of a predominance of the higher cost labor categories, unless actually required. Maintaining a log, by task order, of the hours ordered, and the hours performed (received and accepted), the value of the task order as issued, and the amount invoiced and approved. (Provide log with annual report).

- f. Quality assurance, inspection and acceptance of services and deliverable data.
- g. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations to the PCO for corrective action.
- h. Meeting at least quarterly with the PCO to review contract performance. This may be satisfied telephonically, depending upon the circumstance.
- i. Statement of Work (SOW) for delivery orders. The SOW for a delivery order should be prepared by Navy personnel other than the COR who is responsible for acceptance of services and certification of invoices. In this instance, the COR is responsible for final review and submission of the SOW on DD 1423; otherwise, the COR is responsible for preparing the SOW.
- j. Preparing INDEPENDENT government estimate prior to submitting RCP to PCO to request delivery order. Assist PCO in negotiations if requested. The estimate must be in detail and must include specific breakdown of hours, travel (with estimates and destinations), material (items and costs), other (as applicable).
- k. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.
- l. If the delivery order is incrementally funded, the COR shall provide funding, as necessary, to assure required continuity of services.

- m. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restriction and Safeguards", NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and the Contracting Officer's COR Appointment Letter.
- n. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost performance including cost effectiveness, quality and timeliness of contractor performance (and shall include task order log).
- o. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.
- p. Contract Performance Assessment System (CPARS).
 - () This contract WILL be registered in the CPARS database by the Contracts Division with the assistance of the COR. As stated in the COR appointment letter the COR is responsible for updating the CPARS database.
 - () CPARS does NOT apply to this contract.

NAMES/ADDRESSES/CODES/TELEPHONE NUMBER OF COGNIZANT INDIVIDUAL/OFFICE

COR _____
 Name Code Telephone

PCO (refer to Contracting Officer who signed contract documents)

 Code Telephone

DCAA (refer to the invoice clause of the contract, Section G)

PAYING OFFICE (refer to page one of contract document)

CAO (refer to page one of contract document)

WAGE DETERMINATION NO: 94-2103 REV (30) AREA: DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (30) AREA: DC,DISTRICT-WIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2103
Director	Wage Determinations	Revision No.: 30
		Date Of Last Revision: 06/03/2003

States: District of Columbia, Maryland, Virginia
Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's,
St
Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King
George, Loudoun, Prince William, Stafford

— **Fringe Benefits Required Follow the Occupational Listing**

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.18
01012 - Accounting Clerk II	12.74
01013 - Accounting Clerk III	14.30
01014 - Accounting Clerk IV	16.37
01030 - Court Reporter	16.43
01050 - Dispatcher, Motor Vehicle	16.09
01060 - Document Preparation Clerk	12.42
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.42
01110 - Film/Tape Librarian	14.65
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.04
01131 - Key Entry Operator I	10.80
01132 - Key Entry Operator II	12.07
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	14.24
01263 - Personnel Assistant (Employment) III	16.42
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	17.28
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	19.04
01314 - Secretary IV	20.15
01315 - Secretary V	23.47

01320 - Service Order Dispatcher
 15.44
 01341 - Stenographer I
 14.68
 01342 - Stenographer II
 16.47
 01400 - Supply Technician
 20.15
 01420 - Survey Worker (Interviewer)
 14.94
 01460 - Switchboard Operator-Receptionist
 10.96
 01510 - Test Examiner
 16.56
 01520 - Test Proctor
 16.56
 01531 - Travel Clerk I
 11.63
 01532 - Travel Clerk II
 12.49
 01533 - Travel Clerk III
 13.41
 01611 - Word Processor I
 11.80
 01612 - Word Processor II
 14.22
 01613 - Word Processor III
 16.65
 03000 - Automatic Data Processing Occupations
 03010 - Computer Data Librarian
 12.86
 03041 - Computer Operator I
 14.30
 03042 - Computer Operator II
 15.82
 03043 - Computer Operator III
 18.60
 03044 - Computer Operator IV
 20.44
 03045 - Computer Operator V
 22.94
 03071 - Computer Programmer I (1)
 19.64
 03072 - Computer Programmer II (1)
 23.05
 03073 - Computer Programmer III (1)
 26.99
 03074 - Computer Programmer IV (1)
 27.62
 03101 - Computer Systems Analyst I (1)
 27.62
 03102 - Computer Systems Analyst II (1)
 27.62
 03103 - Computer Systems Analyst III (1)
 27.62
 03160 - Peripheral Equipment Operator
 14.30
 05000 - Automotive Service Occupations
 05005 - Automotive Body Repairer, Fiberglass
 22.73

05010 - Automotive Glass Installer
 17.88
 05040 - Automotive Worker
 17.88
 05070 - Electrician, Automotive
 18.95
 05100 - Mobile Equipment Servicer
 15.69
 05130 - Motor Equipment Metal Mechanic
 19.98
 05160 - Motor Equipment Metal Worker
 17.88
 05190 - Motor Vehicle Mechanic
 20.07
 05220 - Motor Vehicle Mechanic Helper
 16.81
 05250 - Motor Vehicle Upholstery Worker
 17.88
 05280 - Motor Vehicle Wrecker
 17.88
 05310 - Painter, Automotive
 18.95
 05340 - Radiator Repair Specialist
 17.88
 05370 - Tire Repairer
 14.43
 05400 - Transmission Repair Specialist
 19.98
 07000 - Food Preparation and Service Occupations
 (not set) - Food Service Worker
 9.01
 07010 - Baker
 11.87
 07041 - Cook I
 10.93
 07042 - Cook II
 12.46
 07070 - Dishwasher
 9.22
 07130 - Meat Cutter
 16.07
 07250 - Waiter/Waitress
 8.59
 09000 - Furniture Maintenance and Repair Occupations
 09010 - Electrostatic Spray Painter
 18.05
 09040 - Furniture Handler
 12.55
 09070 - Furniture Refinisher
 18.05
 09100 - Furniture Refinisher Helper
 13.85
 09110 - Furniture Repairer, Minor
 16.01
 09130 - Upholsterer
 18.05
 11030 - General Services and Support Occupations
 11030 - Cleaner, Vehicles
 9.67
 11060 - Elevator Operator
 9.79

11090 - Gardener
 12.98
 11121 - House Keeping Aid I
 9.13
 11122 - House Keeping Aid II
 9.39
 11150 - Janitor
 10.12
 11210 - Laborer, Grounds Maintenance
 10.75
 11240 - Maid or Houseman
 9.28
 11270 - Pest Controller
 12.44
 11300 - Refuse Collector
 10.88
 11330 - Tractor Operator
 12.73
 11360 - Window Cleaner
 10.51
 12000 - Health Occupations
 12020 - Dental Assistant
 15.80
 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
 13.08
 12071 - Licensed Practical Nurse I
 14.63
 12072 - Licensed Practical Nurse II
 16.42
 12073 - Licensed Practical Nurse III
 18.38
 12100 - Medical Assistant
 12.94
 12130 - Medical Laboratory Technician
 15.32
 12160 - Medical Record Clerk
 13.60
 12190 - Medical Record Technician
 14.97
 12221 - Nursing Assistant I
 8.46
 12222 - Nursing Assistant II
 9.52
 12223 - Nursing Assistant III
 11.94
 12224 - Nursing Assistant IV
 13.40
 12250 - Pharmacy Technician
 11.84
 12280 - Phlebotomist
 11.21
 12311 - Registered Nurse I
 24.00
 12312 - Registered Nurse II
 26.70
 12313 - Registered Nurse II, Specialist
 26.70
 12314 - Registered Nurse III
 34.48
 12315 - Registered Nurse III, Anesthetist
 34.48

12316 - Registered Nurse IV
 41.33
 13000 - Information and Arts Occupations
 13002 - Audiovisual Librarian
 18.95
 13011 - Exhibits Specialist I
 17.98
 13012 - Exhibits Specialist II
 22.48
 13013 - Exhibits Specialist III
 27.29
 13041 - Illustrator I
 18.73
 13042 - Illustrator II
 23.42
 13043 - Illustrator III
 28.82
 13047 - Librarian
 22.33
 13050 - Library Technician
 16.28
 13071 - Photographer I
 13.93
 13072 - Photographer II
 15.64
 13073 - Photographer III
 19.56
 13074 - Photographer IV
 24.08
 13075 - Photographer V
 26.50
 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
 15010 - Assembler
 8.71
 15030 - Counter Attendant
 8.71
 15040 - Dry Cleaner
 9.94
 15070 - Finisher, Flatwork, Machine
 8.71
 15090 - Presser, Hand
 8.71
 15100 - Presser, Machine, Drycleaning
 8.71
 15130 - Presser, Machine, Shirts
 8.71
 15160 - Presser, Machine, Wearing Apparel, Laundry
 8.71
 15190 - Sewing Machine Operator
 10.67
 15220 - Tailor
 12.43
 15250 - Washer, Machine
 9.31
 19000 - Machine Tool Operation and Repair Occupations
 19010 - Machine-Tool Operator (Toolroom)
 18.95
 19040 - Tool and Die Maker
 23.05
 21000 - Material Handling and Packing Occupations

21010 - Fuel Distribution System Operator
 19.38
 21020 - Material Coordinator
 17.12
 21030 - Material Expediter
 17.12
 21040 - Material Handling Laborer
 11.50
 21050 - Order Filler
 13.21
 21071 - Forklift Operator
 14.58
 21080 - Production Line Worker (Food Processing)
 14.08
 21100 - Shipping/Receiving Clerk
 13.09
 21130 - Shipping Packer
 13.02
 21140 - Store Worker I
 9.06
 21150 - Stock Clerk (Shelf Stocker; Store Worker II)
 13.01
 21210 - Tools and Parts Attendant
 16.99
 21400 - Warehouse Specialist
 15.76
 23000 - Mechanics and Maintenance and Repair Occupations
 23010 - Aircraft Mechanic
 22.24
 23040 - Aircraft Mechanic Helper
 14.71
 23050 - Aircraft Quality Control Inspector
 23.43
 23060 - Aircraft Servicer
 17.82
 23070 - Aircraft Worker
 18.09
 23100 - Appliance Mechanic
 18.95
 23120 - Bicycle Repairer
 14.43
 23125 - Cable Splicer
 22.51
 23130 - Carpenter, Maintenance
 18.95
 23140 - Carpet Layer
 17.61
 23160 - Electrician, Maintenance
 22.59
 23181 - Electronics Technician, Maintenance I
 16.88
 23182 - Electronics Technician, Maintenance II
 21.92
 23183 - Electronics Technician, Maintenance III
 23.87
 23260 - Fabric Worker
 16.55
 23290 - Fire Alarm System Mechanic
 19.98
 23310 - Fire Extinguisher Repairer
 15.69

23340 - Fuel Distribution System Mechanic
 20.93
 23370 - General Maintenance Worker
 17.28
 23400 - Heating, Refrigeration and Air Conditioning Mechanic
 19.25
 23430 - Heavy Equipment Mechanic
 19.98
 23440 - Heavy Equipment Operator
 20.28
 23460 - Instrument Mechanic
 19.98
 23470 - Laborer
 11.79
 23500 - Locksmith
 18.95
 23530 - Machinery Maintenance Mechanic
 20.51
 23550 - Machinist, Maintenance
 21.52
 23580 - Maintenance Trades Helper
 14.54
 23640 - Millwright
 19.70
 23700 - Office Appliance Repairer
 18.95
 23740 - Painter, Aircraft
 21.29
 23760 - Painter, Maintenance
 18.95
 23790 - Pipefitter, Maintenance
 20.94
 23800 - Plumber, Maintenance
 19.86
 23820 - Pneudraulic Systems Mechanic
 19.98
 23850 - Rigger
 19.98
 23870 - Scale Mechanic
 17.88
 23890 - Sheet-Metal Worker, Maintenance
 19.98
 23910 - Small Engine Mechanic
 20.05
 23930 - Telecommunication Mechanic I
 19.41
 23931 - Telecommunication Mechanic II
 20.45
 23950 - Telephone Lineman
 20.93
 23960 - Welder, Combination, Maintenance
 19.98
 23965 - Well Driller
 19.98
 23970 - Woodcraft Worker
 19.98
 23980 - Woodworker
 15.32
 24000 - Personal Needs Occupations
 24570 - Child Care Attendant
 11.37

24580 - Child Care Center Clerk
 15.86
 24600 - Chore Aid
 8.86
 24630 - Homemaker
 16.45
 25000 - Plant and System Operation Occupations
 25010 - Boiler Tender
 22.20
 25040 - Sewage Plant Operator
 19.52
 25070 - Stationary Engineer
 22.20
 25190 - Ventilation Equipment Tender
 13.85
 25210 - Water Treatment Plant Operator
 19.72
 27000 - Protective Service Occupations
 (not set) - Police Officer
 21.76
 27004 - Alarm Monitor
 15.26
 27006 - Corrections Officer
 17.69
 27010 - Court Security Officer
 19.46
 27040 - Detention Officer
 18.29
 27070 - Firefighter
 19.72
 27101 - Guard I
 9.51
 27102 - Guard II
 12.53
 28000 - Stevedoring/Longshoremen Occupations
 28010 - Blocker and Bracer
 16.76
 28020 - Hatch Tender
 16.76
 28030 - Line Handler
 16.76
 28040 - Stevedore I
 15.76
 28050 - Stevedore II
 17.78
 29000 - Technical Occupations
 21150 - Graphic Artist
 20.52
 29010 - Air Traffic Control Specialist, Center (2)
 29.85
 29011 - Air Traffic Control Specialist, Station (2)
 20.59
 29012 - Air Traffic Control Specialist, Terminal (2)
 22.67
 29023 - Archeological Technician I
 15.52
 29024 - Archeological Technician II
 17.35
 29025 - Archeological Technician III
 21.51

29030 - Cartographic Technician
 22.87
 29035 - Computer Based Training (CBT) Specialist/ Instructor
 25.84
 29040 - Civil Engineering Technician
 19.56
 29061 - Drafter I
 13.01
 29062 - Drafter II
 16.29
 29063 - Drafter III
 18.30
 29064 - Drafter IV
 22.87
 29081 - Engineering Technician I
 16.15
 29082 - Engineering Technician II
 18.75
 29083 - Engineering Technician III
 22.54
 29084 - Engineering Technician IV
 25.86
 29085 - Engineering Technician V
 31.62
 29086 - Engineering Technician VI
 38.26
 29090 - Environmental Technician
 19.29
 29100 - Flight Simulator/Instructor (Pilot)
 30.54
 29160 - Instructor
 23.97
 29210 - Laboratory Technician
 16.87
 29240 - Mathematical Technician
 23.39
 29361 - Paralegal/Legal Assistant I
 18.38
 29362 - Paralegal/Legal Assistant II
 23.44
 29363 - Paralegal/Legal Assistant III
 28.68
 29364 - Paralegal/Legal Assistant IV
 34.69
 29390 - Photooptics Technician
 22.87
 29480 - Technical Writer
 25.08
 29491 - Unexploded Ordnance (UXO) Technician I
 18.97
 29492 - Unexploded Ordnance (UXO) Technician II
 22.96
 29493 - Unexploded Ordnance (UXO) Technician III
 27.51
 29494 - Unexploded (UXO) Safety Escort
 18.97
 29495 - Unexploded (UXO) Sweep Personnel
 18.97
 29620 - Weather Observer, Senior (3)
 21.32

29621 - Weather Observer, Combined Upper Air and Surface Programs (3)
 18.30
 29622 - Weather Observer, Upper Air (3)
 18.30
 31000 - Transportation/ Mobile Equipment Operation Occupations
 31030 - Bus Driver
 15.95
 31260 - Parking and Lot Attendant
 8.62
 31290 - Shuttle Bus Driver
 12.94
 31300 - Taxi Driver
 10.99
 31361 - Truckdriver, Light Truck
 12.37
 31362 - Truckdriver, Medium Truck
 15.72
 31363 - Truckdriver, Heavy Truck
 18.40
 31364 - Truckdriver, Tractor-Trailer
 18.40
 99000 - Miscellaneous Occupations
 99020 - Animal Caretaker
 9.33
 99030 - Cashier
 8.53
 99041 - Carnival Equipment Operator
 11.78
 99042 - Carnival Equipment Repairer
 12.69
 99043 - Carnival Worker
 7.93
 99050 - Desk Clerk
 9.78
 99095 - Embalmer
 19.04
 99300 - Lifeguard
 9.97
 99310 - Mortician
 22.94
 99350 - Park Attendant (Aide)
 12.52
 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
 9.81
 99500 - Recreation Specialist
 15.94
 99510 - Recycling Worker
 14.06
 99610 - Sales Clerk
 10.49
 99620 - School Crossing Guard (Crosswalk Attendant)
 11.37
 99630 - Sport Official
 11.24
 99658 - Survey Party Chief (Chief of Party)
 16.41
 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
 15.60
 99660 - Surveying Aide
 10.20

99690 - Swimming Pool Operator
13.54
99720 - Vending Machine Attendant
10.43
99730 - Vending Machine Repairer
13.54
99740 - Vending Machine Repairer Helper
11.02

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,

Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

(A

contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as

amended by the Third Supplement, dated March 1997, unless otherwise indicated. This

publication may be obtained from the Superintendent of Documents, at 202-783-3238,

or by writing to the Superintendent of Documents, U.S. Government Printing Office,

Washington, D.C. 20402. Copies of specific job descriptions may also be obtained

from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination.

Such

conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)}

When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

&&&&&&&&

QASP

QASP Performance Measurement Factor	Rating	Definition
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<p>Performance Schedule</p> <p>(i) The degree of Contractor conformance with schedules as established in the applicable Task Order; (ii) the Contractor's early identification of schedule problems and inventiveness in overcoming them to maintain progress; and (iii) the extent to which deliverables were submitted in accordance with established schedules.</p> <p>Management Performance</p> <p>The Contractor's effective and economical organization and implementation of all areas of effort including management and technical efforts required to meet Task Order requirements. Particularly to be considered are: (i) establishment of internal mechanisms to assure proper supervision of the work force (including subcontractors), (ii) access to and responsiveness of key personnel to Government needs or to dynamic/urgent requirements, especially the communication, coordination and cooperation with cognizant IH/NSWC officials in the program office to dependably resolve problems that may arise in communications, planning, scheduling or other related areas; (iii) efficient completion of assigned tasks and overall effective use of available resources, and (iv) quality of the business relationships with the Government organizations and with all of its subcontractors and vendors.</p> <p>Technical Performance</p> <p>The Contractor's technical progress based on (i) overall technical approach and rationale; (ii) thoroughness of approach; (iii) innovativeness and creativity in approach; and (iv) integration of technical efforts.</p> <p>Work Product Quality/Accuracy</p> <p>(i) The overall quality of the Contractor's deliverable work products; (ii) the extent and accuracy of any documentation, references, and background material accompanying a finished deliverable product; and (iii) the appropriateness of the format and clarity of written products, considering the intended audience for the deliverable product.</p> <p>Cost Control</p> <p>The Contractor's: (i) actual costs together with realistic cost</p>	<p>Exceptional [0.9-1.0]</p> <p>Very Good [0.8]</p> <p>Satisfactory [0.7]</p> <p>Marginal [0.6]</p> <p>Unsatisfactory [0.1 – 0.5]</p>	<p>Performance substantially exceeds expected levels of performance. Numerous significant achievements exist. No significant deficiencies. 100% of the time accurate information is submitted to managers and staff.</p> <p>Performance exceeds expected levels and some significant achievements exist. Although some deficiencies may exist, they are only minor and correctable. 90% of the time, costs are within plus 10% of cost estimates. 90% of time is within plus 10% of time estimates.</p> <p>Performance meets expected levels. Minimum standards are exceeded and good practices are evident in contract operations. Achievements or deficiencies may or may not exist, but neither is significant.</p> <p>Performance meets expected levels in some areas and is less than expected levels in other areas. Minimum standards and good business practices are mostly met. No significant achievements exist, but some deficiencies do exist.</p> <p>Performance is less than expected. No significant achievements exist. However, significant deficiencies do exist.</p>
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<p>projections as they relate to estimated Task Order cost; (ii) cost planning/cost-effectiveness; (iii) timely and accurate cost reporting; (iv) clarity of and ability to trace cost relative to work schedule/technical progress; and (v) cost reduction/cost avoidance initiatives.</p>		
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NOTE: “*Significant*”: a major event or sustained level of performance which due to its importance, has a substantial impact on the contractor’s ability to carry out its mission.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

To comply with recent NAVSEA directives to facilitate performance-based services contracting, Indian Head Division / NSWC and the Special Projects Team now incorporate performance requirements based upon the *Contractor Performance Assessment Reporting System (CPARS)* and *Best-value performance measurement factors* into our contracts and Task Orders. Contractor performance will be assessed on a continuing basis by review of deliverables, technical meetings, and general contacts with the contractor. Informal contract management performance reviews will be conducted quarterly and a formal Quality Performance Review will be conducted at the conclusion of each Task Order. A CPARS-type evaluation of all Task Orders performed (in whole or in part) under a given contract will be conducted on an annual basis.

The QASP provides for contractor performance evaluation in five (5) general areas. Each performance assessment will contain the following three elements: *Performance Objective(s)*, *Performance Measurement Factors*, and *Performance Rating Definitions*. When taken in the aggregate, these elements constitute the performance evaluation under the QASP of the individual Task Orders issued under the related contracts. A brief description of each of the three (3) elements is as follows:

Performance Objective – The contract or Task Order delineation of *Deliverables* and/or overall objective(s) as described under the Scope.

Performance Measurement Factor (PMF) – The critical key characteristics or aspects of achieving the objective(s) that will be monitored by the Government (IHDIV / NSWC, SPT), those matters about which the Government will be gathering data. Each objective will likely have one or more *performance measurement factors*.

Performance Rating and Definitions – An adjectival and/or numerical *rating* with *definition* of the meaning of each *Rating* level when applied to each *performance measurement factor*. The technical monitor (COR) has the responsibility for identification of the applicable PMFs and their relevant incorporation into the specific tasking of a contract. Individual Task Orders may specify a minimum acceptable rating, *target* rating, or range of performance ratings on subtasks for certain PMFs.

When numerical ratings are employed for PMFs, or sub factors within a PMF, the rating numbers will be summed together and averaged to arrive at a single numerical value for each PMF and overall value of all relevant PMFs averaged. Failure of the Contractor to meet the required performance measure specified for an individual Task Order will result at a minimum in the Contractor correcting any deficiencies at no additional cost to the Government.

The tabulated QASP *Performance Measurement Criteria* may include the following:

PAST PERFORMANCE SURVEY

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET
FOR SOLICITATION NUMBER N00174-04-R-0001**

A. CONTRACTOR: _____

B. CONTRACT NUMBER _____

C. CONTRACT TYPE: _____

D. ORIGINAL CONTRACT VALUE: _____

E. CURRENT CONTRACT VALUE: _____

F. NATURE OF EFFORT: _____

G. PERIOD OF PERFORMANCE: _____

H. PLACE OF PERFORMANCE: _____

**SUBMIT PAST PERFORMANCE QUESTIONNAIRE
TO:**

NAVAL SURFACE WARFARE CENTER
101 Strauss Avenue, Bldg 1558
Indian Head MD 20640-5035
Brenda Price, Contract Specialist, Code
1143B

BY: 04 APRIL
2004 _____

PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET
SOLICITATION NUMBER: N00174-04-R-0001

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N/A".

EVALUATION CRITERIA

Excellent -	The offerors performance was consistently superior. The contractual performance was accomplished with few minor problems, to which corrective action taken by the contractor was highly effective.
Good -	The offerors performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. Would be willing to do business with the Offeror again.
Neutral -	No record exists.
Average -	The offerors performance was adequate. The contractual performance reflects a Problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the Offeror again.
Poor -	The offerors performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractors corrective actions appear to be or were ineffective. Would not do business with the Offeror again under any circumstances.

CUSTOMER SATISFACTION

- | | |
|---|---------------|
| q. The referenced contractor was responsive to the Customers needs. | E G N A P N/A |
| r. The contractors personnel were qualified To meet the requirements. | E G N A P N/A |
| s. The contractors ability to accurately estimate Costs. | E G N A P N/A |

TIMELINESS

- | | |
|---|---------------|
| t. The contractors ability to ensure, to the extent of Its responsibility, that all tasks were completed within The requested time frame. | E G N A P N/A |
|---|---------------|

TECHNICAL SUCCESS

- | | |
|--|---------------|
| u. The contractor had a clear understanding of the work Detailed in the SOW. | E G N A P N/A |
| v. The contractors ability to complete tasks correctly the first time. | E G N A P N/A |
| 7. The contractors ability to resolve problems. | E G N A P N/A |

QUALITY

- | | |
|---|---------------|
| 8. The contractors quality and reliability of services delivered. | E G N A P N/A |
| 9. Quality, reliability, and maintainability of hardware delivered. | E G N A P N/A |

PLEASE PROVIDE SUBJECTIVE REPONSES FOR THE FOLLOWING:

1. Would you recommend this contractor for similar government contracts? Please explain:

2. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?

3. In summary, which of the following would you choose to describe the quality of the referenced contractors service:

Significantly better than acceptable

Slightly better than acceptable

Acceptable

Slightly less than acceptable

Entirely unacceptable

4. In summary, which of the following would you choose to describe reference contractors willingness to cooperate to resolve performance disagreements:

Highly cooperative

Cooperative

Somewhat uncooperative

Highly uncooperative

Thank you for taking the time to complete the above information.

NAME	DATE	PHONE NO.
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EXPERIENCE MATRIX

EXPERINCE MATRIX

[illegible]

Para C.1.1

Para C.1.2

Para C.1.3

Para C.1.4

Para C.1.5

Para C.1.6

Para C.1.7

Para C.1.8

Para C.1.9

Note: Reference Column should include Government Activity/Company Name, POC, e-mail address and telephone number.

PERSONNEL MATRIX

SAMPLE COST PROPOSAL

84

Technician/Technician I			
Technician II	1,200	\$35.00	\$42,000.00
Technician Writer/Document Specialist	1,440	\$28.00	\$40,320.00
Clerial	1,440	\$25.00	\$36,000.00
Subtotal Direct Labor			\$5,152,800.00
	Base	Rate	Amount
Labor Overhead			
Off Site			\$4,534,464.00
On Site		88%	
Fringe Benefits		N/A	
		N/A	
Subtotal Labor Overhead			\$4,534,464.00
Total			\$9,687,264.00
Total Labor Hours	122,400		
Other Direct Costs			
Material*			\$10,132,280.00
Travel*			\$250,000.00
Subtotal			\$10,382,280.00
Material Handling Rate (if applicable)*		3%	\$303,970.00
Total			\$10,686,250.00
Grand Subtotal			\$ 20,373,514.00
G&A			
Off Site		15%	\$ 1,490,589.60
On Site		N/A	
Subtotal			\$ 1,490,589.60
Total			\$ 21,864,103.60
Cost of Money*		N/A	
Off Site			
On Site			
Subtotal COM			
Fixed Fee		10%	\$ 1,114,035.35
Total CPFF			\$ 22,978,138.95

**THIS IS A SAMPLE ONLY FOR THE
BASIC REQUIREMENT**

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the

Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; **X** DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.
(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost plus Fixed Fee, IDIQ contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
NAVSEA INDIAN HEAD DIVISION
ATTN: EDNA A. GIGON, CODE 1143
SUPPLY DEPARTMENT, BLDG. 1558
101 STRAUSS AVE
INDIAN HEAD MD 20640-5035

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of provision)

HQ L-2-0003 - FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the Secret level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

HQ L-2-0004 - MAKE-OR-BUY PROGRAM (NAVSEA) (SEP 1990)

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) \$1,000,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

- (1) A description of each major item or work effort.

- (2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".
- (3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy".
- (4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.
- (5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.
- (6) Identification of proposed subcontractors, if known, and their location and size status.
- (7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.
- (8) Any other information the Contracting Officer requires in order to evaluate the program.

HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST
(NAVSEA) (JUN 1994)

- (a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to NAVSEA Indian Head, Carderock and Dahlgren, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.
- (b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.
- (c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.
- (d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal

to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

GENERAL INFORMATION: Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions. The procurement is being conducted on a best value basis utilizing the tradeoff process. The government intends to award a single contract as a result of this solicitation.

A. OFFERORS SHALL PROVIDE THE FOLLOWING INFORMATION:

Volume I - Offer/Proposal (2 copies)

- Completion of blocks 12 through 18 of the SF33 by the Offeror which indicates consent and agreement to the Statement of Work and all clauses applicable to each section
- Section B CLIN prices or costs and fees inserted by the Offeror
- Sections A through J of the solicitation completed, all requested information provided and returned by the Offeror in its entirety with no exceptions taken. Any exceptions would have to be cured through discussions at the discretion of the Contracting Officer.
- Acceptance via signature of all amendments
- Indication of a Secret Facility Clearance CAGE Code, DSS office and Phone number

These items constitute the Offeror's assent to the terms of the RFP and the Offeror's proposed prices or estimated cost and fee. By submitting these items, a promise is made by the Offeror to accede to the terms and conditions of the RFP and complete the specified work in accordance with those terms and conditions.

Volume II - Offeror Capability Information (5 copies) – This volume shall contain no pricing information

- Relevant Experience (not required by incumbent)
- Personnel
- Understanding of the SOW requirements (not required by incumbent)
- Past Performance Matrix (not required by incumbent)
- Section K completed by the Offeror

- In response to clause HQL-2-0005 paragraph (e), in Section L, if the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation

Volume III - Cost and Price Information (2 copies)

- Cost and Pricing Information

B. OFFEROR CAPABILITY

All pages shall be single side pages using Times New Roman (or similar) font not less than 10 pitch/point, 1 ½ line spacing.

OFFEROR SHALL ADDRESS THE FOLLOWING CAPABILITY SUBFACTORS: (In order of importance unless otherwise noted)

B1) TECHNICAL CAPABILITY

B.1.a. Relevant Experience

Offeror shall demonstrate experience in the twelve areas of possible requirements as bounded in the statement of work paragraphs C.1.1 through C.1.12 (all equally weighted) as relates to the estimated 36 projects and programs to be supported.

The offeror and proposed sub-contractors shall use the provided Experience Matrix, attachment 6 in Section J, to format and correlate evidence that demonstrates during the past (5) years, work experience relevant to the prospective contract. A supportive narrative, as to the experience gained from each contract/sub-contract/ delivery order referenced shall be provided as an attachment to the Experience Matrix. This should be a summary of the offeror's claim of having gained relevant experience in the given task area. The narrative shall not exceed (2) pages per paragraph (i.e. 2 pages for C.1.1, 2 pages for C.1.2 etc). The offeror may also provide information on problems encountered on the identified contracts and the corrective actions taken.

The incumbent contractor is not required to submit information on Relevant Experience as the Government has sufficient relevant experience information available on which to develop a rating. If the incumbent desires to submit additional relevant experience, the Government will consider this information.

B.1.b. Personnel

Offeror shall demonstrate to what extent ALL of the proposed personnel meet the qualifications of their respective labor category referenced in Section C of the RFP by completing the Personnel Matrix, attachment 7 in Section J. A supportive Key Personnel narrative identifying, demonstrating specific experience (i.e. work opportunities, assignments, etc.) and specific qualifications in the 12 areas of possible requirements as bounded in the SOW paragraphs C.1.1 through C.1.12 as relates to the 36 projects and programs to be supported shall be provided. All letters of intent shall be provided. This Key Personnel Summary shall not exceed 2 pages per key personnel category in total. The Key Personnel Summary shall NOT: (1) parrot the Personnel Qualifications listed in Section C, (2) include non-key labor categories, or (3) include salary information.

At least one Key Personnel having at least 2 years continuous experience, gained within the past 5 years, in DYSMA.

The incumbent contractor is required to submit information on Personnel.

B.1.c. Understanding of the Requirements

The offeror, including its subcontractor(s) shall provide a narrative, not to exceed 20 pages, demonstrating their overall knowledge and understanding of the projects and programs supported by the statement of work and their ability to support those requirements. The offeror shall describe their ability, including its proposed subcontractor(s), to provide the support functions described in Sections C.1.1 through C.1.12 of the statement of work for the following estimated 36 projects and programs:

- Electrochemistry and Advanced Power Sources
- Magnetic and Non-magnetic material formulation
- Magnetic Silencing
- Shipboard Shock Effects
- Damage resistant hull and structure designs
- Strategic systems re-entry vehicles materials and guidance systems
- Radiation Safety
- IMPASS (Immediate Multi-sensor Perimeter and Area Security System)
- Mine Vulnerability
- Advanced Underwater Warheads
- Airborne Mine Neutralization
- Mission Responsive Ordnance
- Reactive Material Enhanced Warhead
- Rolling Airframe Missile
- Smoke Warhead
- Conventional Fuzing
- Electromagnetic sensors and signal processing
- Far Term Assault Breaching Systems
- Electromagnetic Effects
- Mine Countermeasures
- Bomb Effects
- Directed Blast
- Advanced Projectile Penetrator
- High Speed Ordnance
- AC-130 gunship
- Advanced Ordnance Section
- Long Range Land Attack Projectile
- Technology Transfer
- Stainless Steel Monohul
- Continuous Rod Warhead
- Assault Breaching Systems
- Explosive Safety
- Extended Range Guided Munition
- Thermobaric Warhead Effects
- Rapid Airborne Mine Countermeasure System (RAMICS)
- Evolved Sea Sparrow Missile

The incumbent contractor is not required to submit information on understanding of the SOW as the Government has sufficient information available on which to develop a rating. If the incumbent desires to submit additional information on the understanding of the SOW, the Government will consider this information.

B2) PAST PERFORMANCE (Past Performance shall be evaluated by the contracting officer or a designee)

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years satisfied its customers and complied with federal, state, and local laws and regulations. Offeror shall provide a minimum of three (3) references who will be able to provide information regarding the offeror's past performance during the past three (3) years in the following areas:

- 1) customer satisfaction
- 2) timeliness
- 3) technical success
- 4) program management
- 5) quality

The Offeror will submit the Past Performance Questionnaire to each of the references listed on the Past Performance Matrix, attachment 4 in Section J, a minimum of three (3) is required. The Offeror shall instruct the references to complete Past Performance Questionnaire, attachment 5 in Section J, and return it directly to:

NAVSEA Indian Head Division
101 Strauss Ave., Bldg 1558
Indian Head MD 20640-5035
Attn: Brenda Price, Code 1143B

Failure of an Offeror's references to respond within the required timeframe may result in the inability of the Government to rank an Offeror's past performance and may affect the overall LOCAR of the Offeror's capability. It is the Offeror's responsibility to ensure references respond within the required timeframe. The Offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. Offeror which affirmatively state that they have no relevant past performance shall receive a rating of neutral. An offer that fails to provide the past performance information or state affirmatively that it has none, may be considered ineligible for award.

The incumbent is not required to submit past performance information as the Government has sufficient past performance information available on which to develop a rating. If the incumbent desires to have its customers submit additional past performance information via the Customer Survey, the Government will consider this information.

C. COST/PRICE INFORMATION

There is no limitation on number of pages, page format or font size for the cost proposal.

The Offeror shall prepare the cost proposal in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation. An original and **two** copies of each prime and subcontractor, if applicable, cost proposal shall be submitted to the Procuring Contracting Officer for evaluation. Only one copy of Microsoft Excel 5.0, 3.5" disk(s) with the contractor's and subcontractor's cost proposal need be submitted. Only Microsoft Excel is acceptable (**Office 97 preferably--any later version of Microsoft Excel is NOT ACCEPTABLE**).

The Offeror shall take precautions to the maximum practical extent to ensure that the disk submitted contains no computer viruses.

Furnish all cost proposal information in the order listed. Maintain this lettering system. If certain information is not available or not applicable, so state. This requirement also applies to any subcontractor(s) you may intend to utilize for performance of this contract.

- (a) Assumptions made in preparing the cost proposal. Any qualifications to any requirement of the cost proposal preparation process. Any inconsistency, whether real or apparent, between promised performance and cost shall be explained.
- (b) ONE COPY OF YOUR COST PROPOSAL SHALL BE SENT TO YOUR COGNIZANT DCAA CONCURRENT WITH THE SUBMISSION TO THE PROCURING CONTRACTING OFFICER. YOUR PROPOSED SUBCONTRACTORS, IF ANY, SHALL BE INSTRUCTED TO DO THE SAME. Provide confirmation and date that copies of this cost proposal were submitted to DCAA, along with a telephone number and point of contact.
- (c) List of subcontractors that are submitting cost information independently.
- (d) Briefly describe information concerning the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statement.
- (e) If you are currently being audited, or have been audited by Defense Contract Audit Agency (DCAA) within the past twelve months, it is requested that the name, phone number and location of the assigned DCAA office be furnished with your proposal along with the audit number.
- (f) State the source and date of acceptance of adequacy of the Offeror's accounting system.
- (g) If the Offeror has an approved Purchasing System, provide the source and date of latest review. If the Offeror does not have an approved Purchasing System, state what processes are used for purchases of such items as materials, travel, and training.
- (h) State whether direct labor rates are subject to a Forward Pricing Rate Agreement (FPRA) with the Government. If so, the Offeror shall attach a copy of the FPRA as Attachment (1) to the Volume III - Cost Proposal.
- (i) If the Offeror is aware of differences between DCAA recommended rates and those rates proposed, the Offeror shall identify the specific rates and explain the differences. This includes labor rates, indirect rates, material burdens, and G&A rates.
- (j) State the escalation rate use for each year and the basis for this particular rate. Escalation shall not be applied to labor categories listed on the **Department of Labor (DOL) Wage Determination**.

(k) The cost proposal must furnish an explanation of the Offerors "company policy" on the accumulation of costs for vacations, sick leave, holidays, and other compensated leave or time off.

(l) Describe how the Offeror treats, for accounting purposes, the costs of employee training and whether such training occurs during the normal work week or outside the normal work week. Also, the Offeror shall define how Government-sponsored training costs are kept separate from contractor-training costs.

(m) It is recognized that some of the labor category titles used in the RFP may not exactly match the titles normally used in particular company operations. Accordingly, in order to permit a rapid comparison between the labor team proposed in response to this RFP and the Offerors actual labor mix, each proposal must provide the following:

(i) Direct labor rates related to the labor categories specified in the RFP.

(ii) A statement of the Offerors normally used nomenclature for each labor category included herein, together with a copy of the Offerors own position description for each labor category.

(iii) *A statement of any other labor categories and related qualifications between any category established herein and the category normally used.*

A cross-reference matrix of labor category nomenclature must be provided.

(n) If the Offeror is NOT proposing uncompensated overtime, so state. If the Offeror is proposing uncompensated overtime, 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997) applies.

(o) Define and explain the rationale for all burdens that will be applied to material. Explain how material rebates, incentives, or other inducements provided to the Offeror will be treated.

(p) Indicate any other proposed indirect rate(s) for each year and the base to which the rate is applied.

(q) Specify proposed General & Administrative (G&A) rate(s) for each year. Indicate the base to which the rate is applied.

(r) If an Offeror elects to claim facilities capital cost of money as an allowable cost, the Offeror must submit the calculation of the proposed amount on a DD Form 1861, Contract Facilities Capital Cost of Money, or computer generated equivalent with the applicable cost of money base and rates displayed. Failure to complete all necessary information may result in delay in analysis and delay in contract award. In addition, the Offeror must provide the percentages for the Distribution of Facilities Capital Employed by land, buildings, and equipment. Current Department of the Treasury Rates is available at <http://www.publicdebt.treas.gov/opd/opdprmt2.htm>.

(s) Provide an explanation of how your spreadsheet is constructed.

(t) Each subcontractor must submit a statement indicating whether the release of pricing assistance data results to the Prime Contractor is allowed or prohibited. The Offerors are required to provide an assessment and determination that the cost proposed by any subcontractor is fair and reasonable (FAR 15.404-3). **The Government will not allow the Prime Contractor to receive Fee on subcontractor fee dollars.**

(u) Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. Current annual salary is required only if the employee is currently employed by the Offeror or subcontractor. If the employee is a contingency hire, the Offeror or subcontractor must include the agreed to annual salary of the prospective employee. The compensation plan for new employees may be estimated, but shall be consistent with the Offeror's overall proposal. See FAR Clause 52.222-46 "Evaluation of Compensation for Professional Employees (FEB 1993)" of Section M of this RFP.

(v) Yearly Breakout: Each Offerors Cost Proposal shall be prepared based on the number of labor hours by labor category, travel, and material estimates set forth below under the heading "For Proposal Preparation Purposes Only" herein. Also, indicate how burden and G&A rates, and any other indirect rates are developed, by listing costs included in these indirect cost items.

The quantities of hours of labor for each labor category set forth under the heading "For Proposal Preparation Purposes Only" herein are to be used by the Offeror for computing total labor costs and represent the Government's current best estimate of requirements. However, the Government cannot guarantee either the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for the entire period of contract performance (5 years).

All Offerors are to submit their cost proposal in accordance with the following instructions and sample/example contained in [Attachment \(5\)](#) (Section J) hereto. All cost proposals are to be prepared using Microsoft Excel (Office 97 preferably--any later version of Microsoft Excel is NOT ACCEPTABLE).

[Attachment \(9\)](#) in Section J - Excel spreadsheet is for an example only. The amounts shown in the sample spreadsheets are for illustration only. Do not propose these numbers.

THE PRIME CONTRACTOR SHALL SUBMIT ITS PROPOSAL ON WHITE BOND PAPER ONLY along with as many 3.5" high-density disks (appropriately labeled as to content) as needed for the entire cost proposal (prime and subcontractor(s), if applicable). Only one set of 3.5" disks need be submitted. Each proposal, prime and subcontractor, is to be prepared in accordance with the following instruction and sample.

EACH PROPOSED SUBCONTRACTOR IS TO PREPARE A COST PROPOSAL SPREADSHEET IN THE SAME FORMAT AS PRESENTED HERE. If a proposed subcontractor does not want to disclose detailed pricing information to its prime contractor, then the subcontractor shall submit complete cost proposal spreadsheets, as set forth in these instructions, directly to the contract specialist identified. However, the prime shall indicate in its proposal the subcontract costs as disclosed to the prime by the subcontractor. If a prime contractor has a subcontractor(s), then each subcontractor(s) proposal shall be prepared and submitted on bond paper OTHER THAN WHITE, and the color selected per subcontractor shall be consistent throughout the cost proposal. In the narrative portion of the cost proposal, the prime contractor shall identify each proposed subcontractor and the color associated with that subcontractor(s) proposal. When the subcontractor(s) submits its detailed cost proposal in accordance with this instruction, it shall submit its cost proposal on the same color paper that the prime has identified to the Government in its cost proposal narrative as being associated with that subcontractor.

Each spreadsheet is to have the following information:

- Company Name
- City, State, Zip
- Solicitation Number
- Work Site (Location)
- Element/Category

Direct Labor - Each spreadsheet is to list by title, the labor categories that the Offeror intends to use for performance of the contract and number of labor hours proposed. Offerors shall use their labor category nomenclature for each category title and shall use the labor hours per category per year as set forth in this section under the heading "For Proposal Presentation Purposes Only". A formula shall be written that multiplies proposed labor hours by proposed labor rates, with the resultant amount indicated in the amount column. The appropriate total number of hours is provided under the heading "For Proposal Preparation Purposes Only". The sample provided lists all labor categories identified for performance of this contract. If additional lines are required, the Offeror is to adjust the sample spreadsheet accordingly. However, the Offeror is cautioned and reminded that any adjustments to an individual spreadsheet cost proposal, (i.e., addition/deletion of lines) needs to be reflected on all spreadsheets, as all spreadsheets shall be linked. A suggestion would be for the Offeror to develop a generic cost proposal spreadsheet that reflects ALL of the intended labor categories.

Composite rates are required for any labor category under each type of services category in which more than one individual is proposed. These composite rates should properly weight individual labor rates (included in the composite) based on calculated percentages of the effort to total effort. The proposal shall clearly demonstrate the individual elements from which the composite rate is developed. Prime contractors and subcontractors can have their own composite rates.

The Offeror should also identify all labor categories subject to the Service Contract Act and identify what category on the Wage Determination applies to the contractor's employees. The direct labor rate (unburdened) paid to each non-exempt employee should be listed next to the contractor's labor category.

The cost proposal spreadsheets shall use the Offeror's labor category nomenclature.

Subtotal Direct Labor- A formula that adds all direct labor amounts shall be written with the resultant calculation indicated.

Labor Overhead - The Offeror is to indicate the base amount that is used to apply the labor overhead rate. If more than one labor overhead rate is proposed, or if Offeror has other indirect labor rate(s), i.e., separate fringe benefits rate(s), Offeror is to so indicate in the cost proposal spreadsheet, along with the base amount. A formula shall be written that multiplies the base amount(s) by the proposed labor overhead rate(s) and shall indicate the result in the amount column.

Subtotal Labor Overhead - A formula that adds all labor overhead amounts shall be written with the resultant calculation indicated.

Total - A formula shall be written that adds the subtotal amounts for direct and labor overhead with the resultant calculation indicated.

Total labor hours - A formula shall be written that adds all proposed direct labor hours proposed for performance of this contract.

Other Direct Costs - The Offeror is to include the following:

- Material/Supplies Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Material/Supplies Costs.
- Travel Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Travel Costs.
- Associates/Consultant Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Consultant Costs.

Material handling (or other overhead, if applicable) - The Offeror is to indicate the base amount that is used for this indirect rate, if applicable. If more than one indirect rate is proposed, the Offeror is to indicate this in the cost proposal spreadsheet, along with the base amount. A formula shall be written that multiplies the base amount(s) by the proposed indirect rate(s) and shall indicate the result in the amount column.

Grand Sub total - A formula shall be written that adds the totaled amount for labor and overhead to totaled amount for Other Direct Costs and material handling, or other indirect rate, if applicable and the result shall be indicated in the amount column.

G&A - The Offeror is to indicate the base amount that is used to apply the general and administrative (G&A) rate. If more than one G&A rate is proposed, or if the Offeror has other indirect rate(s), the Offeror is to so indicate in the cost proposal spreadsheet, along with the base amount to which any G&A rate is applied. A formula shall be written that multiplies the base amount(s) by the proposed G&A rate(s) with the resultant amount indicated in the amount

column. In the narrative portion of Offeror's cost proposal, Offeror is to state the base(s) for application of G&A(s) rate(s).

Subtotal - A formula shall be written that adds the amounts for G&A. If Offeror has only one G&A, then the formula written shall so reflect. If Offeror has more than one G&A amount, then the formula shall add the G&A amounts and that amount shall be displayed.

Total - A formula shall be written that adds the subtotaled amount for G&A with the grand subtotal.

Facilities Capital Cost of Money (FCCM) (If Applicable) - The Offeror is to indicate the base amount that is used to apply facilities capital cost of money factors, if applicable. A formula shall be written that multiplies the base amount(s) by the proposed facilities capital cost of money rate(s) and the result(s) indicated in the amount column.

Subtotal - A formula shall be written that adds the subtotal amount for Cost of Money, if applicable.

Fee - A formula shall be written that excludes FCCM (if applicable) from the grand subtotal, then the formula shall add the fee amount and that amount shall be displayed. **Prime contractors cannot use subcontractor fee dollars in their Fee base.**

NOTIFICATION TO OFFERORS REGARDING SUBCONTRACTOR FEE:

Offerors are hereby notified that all fees to be paid under this contract will be paid to the prime contractor for disbursement to their subcontractor. No subcontractor proposal shall contain an amount for fee. The prime contractor shall arrange the manner which the company will distribute fee to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.

Offeror is to copy all formulas used in the preparation of its cost proposal into columns that the Offeror shall label "DCAA" and "Government Cost Realism". The Government will use these columns to analyze the Offeror's proposal in conjunction with information received through DCAA. By having the contractor provide the methodology by which it developed its proposal, the Government will ensure that it analyzes and calculates these costs in the same manner that the Offeror has prepared its proposal.

DO NOT LOCK ANY CELLS. LOCKED CELLS WILL MAKE IT DIFFICULT FOR THE GOVERNMENT TO EVALUATE YOUR COST PROPOSAL.

FOR PROPOSAL PREPARATION PURPOSES ONLY:

The Government has identified certain labor, travel, and material/ODC amounts to be used by all Offerors in preparing their cost proposals as set forth herein.

1. Anticipated Award Date-The anticipated award date for this requirement will be May/June 2004. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.)
2. Estimated Labor Hours /--The quantities of direct labor hours by labor category by period of contract performance, shown below, are to be used by the Offeror for computing estimated labor costs and is the Government's best estimate. The Government can not either guarantee the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for any period of contract performance.

Labor Category	Basic	Option I	Option II	Option III	Option IV
	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours
Principal Engineer II	1000	1000	1000	1000	1000

Principal Engineer II (onsite)	250	250	250	250	250
Principal Engineer I	2500	2500	2500	2500	2500
Principal Engineer I (onsite)	500	500	500	500	500
Senior Engineer II or Scientist II	1000	1000	1000	1000	1000
Senior Engineer II or Scientist II (onsite)	500	500	500	500	500
Senior Engineer I or Scientist I	1000	1000	1000	1000	1000
Senior Engineer I or Scientist I (onsite)	3000	3000	3000	3000	3000
Engineer or Scientist	1000	1000	1000	1000	1000
Engineer or Scientist (onsite)	1200	1200	1200	1200	1200
Junior Engineer/Scientist	1200	1200	1200	1200	1200
Junior Engineer/Scientist (onsite)	500	500	500	500	500
Senior Configuration Management Spec	300	300	300	300	300
Senior Configuration Management Spec (onsite)	50	50	50	50	50
Senior Computer Scientist	1000	1000	1000	1000	1000
Senior Computer Scientist (onsite)	200	200	200	200	200
Computer Scientist	700	700	700	700	700
Computer Scientist (onsite)	500	500	500	500	500
Junior Computer Scientist	400	400	400	400	400
Junior Computer Scientist (onsite)	1000	1000	1000	1000	1000
Computer Programmer	100	100	100	100	100
Computer Programmer (onsite)	100	100	100	100	100
Senior Analyst	200	200	200	200	200
Senior Analyst (onsite)	200	200	200	200	200
Analyst	750	750	750	750	750
Analyst (onsite)	750	750	750	750	750
Junior Analyst	1000	1000	1000	1000	1000
Junior Analyst (onsite)	1000	1000	1000	1000	1000
Graphic Specialist	100	100	100	100	100
Graphic Specialist (onsite)	100	100	100	100	100
Senior Technician III	100	100	100	100	100
Senior Technician III (onsite)	1000	1000	1000	1000	1000
Senior Technician II	750	750	750	750	750
Senior Technician II (onsite)	1500	1500	1500	1500	1500
Senior Technician I	1000	1000	1000	1000	1000
Senior Technician I (onsite)	2500	2500	2500	2500	2500
Technician	300	300	300	300	300
Technician (onsite)	2000	2000	2000	2000	2000
Junior Technician	100	100	100	100	100
Junior Technician (onsite)	100	100	100	100	100
Senior Draftsman	600	600	600	600	600
Senior Draftsman (onsite)	200	200	200	200	200
Draftsman	100	100	100	100	100
Draftsman (onsite)	100	100	100	100	100
Network Technician II	100	100	100	100	100
Network Technician II (onsite)	500	500	500	500	500
Network Technician I	100	100	100	100	100
Network Technician I (onsite)	250	250	250	250	250
Senior Specialist/Technical Writer	100	100	100	100	100

Senior Specialist/Technical Writer (onsite)	100	100	100	100	100
Senior Technical Writer	140	140	140	140	140
Senior Technical Writer (onsite)	200	200	200	200	200
Technical Writer	1000	1000	1000	1000	1000
Technical Writer (onsite)	600	600	600	600	600
Technical Typist	500	500	500	500	500
Technical Typist (onsite)	250	250	250	250	250
Totals	36290	36290	36290	36290	36290

ODC's

Offerors are instructed to use the travel and material as specified below to generate their cost proposals. If the contractor contemplates charging directly to this contract, any other direct costs other than the travel and material defined herein, they must include an explanation and estimate of such costs in their proposal. This includes acquisition, lease, depreciation, usage charges, etc. of any Government Property, office equipment or Automated Data Processing Equipment.

ODC's	Basic	Option I	Option II	Option III	Option IV
Materials/Supplies (Not to exceed)*	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Subcontractor/Consultants (Not to exceed)*	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00
Travel (Not to exceed)*	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00

* Inclusive of G&A, non-fee bearing

REALISM OF COST PROPOSALS

An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency whether real or apparent, between promised performance and cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally if a corporate policy has been made to absorb a portion of the estimated cost, that should be stated in the proposal and the contract will include a clause which requires the Offeror to absorb that portion of costs, reflected in its cost proposal.

Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of work required and of his financial ability to perform the contract and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests on the Offeror.

Offerors are hereby notified that all fees to be paid under this contract will be paid to the prime contractor in a fee pool for disbursement to their subcontractor. No subcontractor proposal shall contain an amount for fee. The prime contractor shall arrange the manner by which fee will be distributed to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

IHD 208 - COST REALISM (FEB 2000) (NAVSEA/IHD)

Cost realism may be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/costs; and (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

IHD 210**SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (CPFF) (FEB 2000) (NAVSEA/IHD)****SECTION M - EVALUATION FACTORS FOR AWARD****I. GENERAL INFORMATION**

The Government intends to award a single contract as a result of this solicitation. The Government will award the contract to the Offeror representing the best value using the tradeoff process. The Government will determine best value using the tradeoff process on the basis of the following factors (in descending order of importance):

- (1) Offeror Capability
- (2) Price or Estimated Cost and Fee

These evaluation factors are broken into two categories- "offer/proposal" and "capability".

- a. "Offer/Proposal" factors are those evaluation factors that will become part of the contract if and when it is awarded, hence, the proposal or offer which contains the model contract, inclusive of Sections A through J of the solicitation.

- b. “Capability” factors (i.e., relevant experience, site visit, past performance, and personnel resources) are those factors that will be used to evaluate the capability of the competing Offerors. The factors DO NOT become part of the contract but they play a key role in the source selection process.

Source Selection shall be determined using the LOCAR (Level of Confidence Assessment Rating) methodology.

FACTORS	WEIGHTING
(1) Relevant Experience	30%
(2) Personnel	30%
(3) Understanding of the SOW Requirements	20%
(4) Past Performance	20%

The Government reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow Offerors to revise their offers accordingly, as authorized by FAR 15.206. The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each offer/proposal, should contain the Offeror’s best terms from their offer/proposal and cost/price standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those Offerors determined to have a reasonable chance for award.

Any unauthorized exception or failure will constitute a deficiency (see FAR 15.306). An Offeror may eliminate a deficiency in its offer only through discussions and if permitted by the Government. Discussions will only be held if determined necessary by the Contracting Officer.

Capability Information constitutes “other written information” and is not part of the offer/proposal. Pursuant to FAR 15.306, exchanges of information with the Offeror after receipt of proposals may be permitted.

The Government will assess the extent to which each Offeror complied with the instructions in the RFP. The Government will consider any failure to comply with these instructions to be indicative of the kind of behavior that it could expect during contract performance and a possible lack of capability to perform satisfactory.

A. Offeror Capability Information

1. Relevant Experience

Experience is the opportunity to learn by doing. The Government will assess each offeror’s work records to determine whether, during the past (5) years, the Offeror has had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties and uncertainties associated with performing the kind of work that will be required under the prospective contract. The Government will try to determine how many opportunities an Offeror has had to carry out those processes and procedures and to cope with those difficulties and uncertainties.

The Government will evaluate the benefits gained from each contract/subcontract reference identified and the Offeror’s relevant experience, as stated by the matrix and validated in the narrative, as it relates to each of the SOW task areas and its direct relevancy to the SOW task areas. The Government will assess whether or not the Offeror has simply parroted the SOW task descriptions, or whether distinct, relevant information has been provided.

The incumbent contractor is not required to submit information on Relevant Experience as the Government has sufficient relevant experience information available on which to develop a rating. If the incumbent desires to submit additional relevant experience, the Government will consider this information.

2. Personnel

The Government will evaluate to what extent all of the proposed personnel meet the qualifications of their respective labor category referenced in Section C of the RFP.

The Government will evaluate the Offerors key personnel for specific experience and specialized qualification as relates to the SOW support requirements for the 36 projects and programs identified and the 2 years continuous DYSMA experience, gained within the past 5 years.

The Government will give greater weight to key personnel who are currently employed with the prime versus key personnel who are proposed under a letter of intent.

1. The greatest weight shall be given when a majority of the key personnel are currently employed with the prime contractor.
2. Greater weight shall be given when a majority of the key personnel are currently employed with proposed subcontractors.
3. Lesser weight shall be given when a majority of the key personnel are currently proposed under letters of intent.

The incumbent contractor is required to submit information on Personnel.

3. Understanding of the Statement of Work.

The Government will evaluate how well the Offeror demonstrated their overall knowledge and understanding of the projects and programs supported by the SOW and their ability to support those requirements.

The incumbent contractor is not required to submit information on understanding of the SOW as the Government has sufficient information available on which to develop a rating. If the incumbent desires to submit additional information on the understanding of the SOW, the Government will consider this information.

B. Past Performance

The Government will evaluate past performance in terms of (1) customer satisfaction, (2) timeliness, (3) technical success and (4) quality.

Failure of an Offeror's references to respond with the required timeframe may result in the inability of the Government to rank an Offeror's past performance and may affect the overall LOCAR of the Offeror's capability. It is the Offeror's responsibility to ensure references respond within the required timeframe.

The incumbent is not required to submit past performance information as the Government has sufficient past performance information available on which to develop a rating. If the incumbent desires to have its customers submit additional past performance information via the Customer Survey, the Government will consider this information.

C. Cost/Price Information

Price/Cost will be evaluated for the base year and all option years. The price/cost proposal shall be evaluated to determine fairness, reasonableness, and compliance with the Wage Determination provided. In addition, proposed

rates for each labor category covered by the Service Contract Act shall be evaluated for compliance with the minimum monetary wages and fringe benefits set forth in the Wage Determination. The realism of prices will be evaluated.

The Cost Realism evaluation will result in a determination of the most probable cost to the Government. This evaluation may include consideration of actual salaries being paid for similar work under other contracts, the Independent Government Estimate (IGE), Defense Contract Audit Agency audit information, and evaluation of compensation for professional employees. The labor hours, travel, and material/ODC amounts (plus any applicable burden) specified in Section L will be utilized for evaluation purposes. For evaluation purposes only, the evaluated cost is the higher of either (a) the sum of the Offeror's proposed total estimated cost and fee or (b) the Government's determination of the most probable total cost and fee.

Cost realism pertains to the Offeror's ability to project costs which are reasonable and which indicate that the Offeror understands the nature of the work to be performed. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs, may be considered a reflection of lack of understanding of the work required and may be considered in the technical analysis, which could reduce the capability analysis.

Cost is not the most important evaluation factor; it will not be ignored. Prospective Offerors are forewarned that a proposal meeting solicitation requirements with the lowest evaluated cost may not be selected if award to a higher evaluated cost Offeror is determined to be most advantageous to the Government.

II. Scoring Process

Each proposal shall be evaluated against the evaluation criteria set forth in the RFP. Proposals shall not be compared to each other during the evaluation process or to any other requirements that are not set forth in the RFP. The Government shall determine the Offeror that represents the best value to the Government using the LOCAR (Level of Confidence Assessment Rating) method. In developing the LOCAR for each Offeror the Government will consider that Offeror's relevant experience, site visit, past performance and personnel resources. Once the LOCAR for each Offeror is determined the Government will then compare/rank Offerors based on their LOCAR and price, to arrive at a decision as to the offer(s) that represent the best value to the Government utilizing the tradeoff process.

A. A Level of Confidence Assessment Rating (LOCAR) will be assigned to each Offeror's capability. The following is the scale for the LOCAR:

Less Confident (0 -40) (Less likely to succeed)

More Confident (60 -94) (More likely to succeed)

Most Confident (95 - 100) (Most likely to succeed)

Neutral (50) Indicates that the EP believes that success and failure are equally likely, that is, that the Offeror has a 50/50 chance of success. The score of 50 is appropriate when the EP has no basis for believing in either success or failure.

The Government will assign a LOCAR to the capability of each Offeror (including relevant experience, site visit, past performance, and personnel). The following Table is an example of the scoring process for the Offeror Capability Evaluation:

Table 1 - Offeror Capability/LOCAR Determination

Offeror	Relevant Experience	Personnel	Understanding of the SOW	Past Performance	LOCAR
A	Excellent	Excellent	Excellent	Excellent	95

B	Good	Good	Excellent	Good	80
C	Poor	Good	Good	Poor	40

B. Best Value Tradeoff Analysis

In order to determine which Offeror represents the best value utilizing the tradeoff process, the Government will make a series of paired comparisons among the Offerors, trading off the differences in the nonprice factors against the difference in most probable price between the Offerors. If, in any paired comparison, of any two Offerors, one Offeror has both a higher LOCAR and the lower price, then that Offeror is the best value. If the Offeror with the higher LOCAR has the higher price, then the Government must decide whether the margin of higher LOCAR (i.e. greater prospects for success) is worth the higher price. The Government will continue to make paired comparisons in this way until an Offeror representing the best value is identified.

Table 2 – Tradeoff Analysis

Offeror	LOCAR	Price
A	95	\$14M
B	80	\$11M
C	40	\$21M

C. Single Offeror

In the event where the Government only receives one proposal submission, the Government reserves the right to award only if: (1) the Offeror receives a total LOCAR score of 70 or higher and (2) the Offeror's costs are determined to be fair and reasonable for the LOCAR score received. Predicated on the Offeror meeting the specified LOCAR score and determination of costs being fair and reasonable, only then will the Offeror be eligible for award.

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CONTRACT LINE ITEM NO.	B. EXHIBIT A.	C. CATEGORY: TDP TM OTHER X
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1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM TECHNICAL REPORT – STUDY/SERVICES	3. SUBTITLE CONTRACTOR FORMAT TECHNICAL REPORT
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7. DD 250 REQ LT	9 DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION b. COPIES
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16 REMARKS	
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G. PREPARED BY <i>Terrie J. Green</i> TERRIE J. GREEN	H. DATE 12/29/03	I. APPROVED BY <i>M. Elaine Funkhouser</i>	J. DATE 2003-12-29
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17. Price Group
18. Estimated Total Price

Previous editions are obsolete. 1161/183

Attachment (F)



CONTRACT DATA REQUIREMENTS LIST

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CONTRACT LINE ITEM NO.		B. EXHIBIT A.		C. CATEGORY: TDP TM OTHER X																																																																	
D. SYSTEM/ITEM Support Services Contract		E. CONTRACT/PR NO. N00174		F. CONTRACTOR																																																																	
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL REPORTS			3. SUBTITLE PRELIMINARY DRAFT(S)																																																																	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80711A (& see BLK 16)		5. CONTRACT REFERENCE SOW C.1.2 through C.1.12 AND TASK ORDER		6. REQUIRING OFFICE Task Order Originator																																																																	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION																																																																	
8. APP CODE N/A	See BLK 16	11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS See BLK 16	a. ADDRESSEE FINAL See Blk. 16 Draft Reg Repo																																																																	
16. REMARKS BLK 4 & 9: Task Order originator shall prescribe the appropriate distribution statement for the reports. Use contractor format for any issue not covered by the general guidelines in DI-MISC-80711A, but the reports must be well organized, attractive, and complete accounts of the respective technical efforts. Electronic submittal is acceptable. BLK 10, 12 & 13: Preliminary Draft(s) shall be due in accordance with the schedule defined in the corresponding task order(s) or, if no schedule is defined 45 days after completion of the corresponding task(s). BLK 14 & 15: Distribution shall be determined by each individual task order.				b. COPIES <table border="1"> <tr> <td>Delivery Order</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Originator</td> <td></td> <td></td> <td></td> </tr> <tr> <td>See BLK 16</td> <td></td> <td></td> <td></td> </tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr> <td>15. Total</td> <td></td> <td></td> <td></td> </tr> </table>		Delivery Order				Originator				See BLK 16																																																				15. Total			
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DD FORM 1423-1, JUN 90

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17. Price Group
18. Estimated Total Price



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D. SYSTEM/ITEM Support Services Contract		E. CONTRACT/PR NO. N00174		F. CONTRACTOR																																																																	
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM SCIENTIFIC AND TECHNICAL REPORTS		3. SUBTITLE Final Document																																																																	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80711A (& see BLK 16)		5. CONTRACT REFERENCE SOW C.1.2 through C.1.12 AND TASK ORDER		6. REQUIRING OFFICE Task Order Originator																																																																	
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CONTRACT LINE ITEM NO.		B. EXHIBIT A.		C. CATEGORY: TDP TM OTHER X		
D. SYSTEM/ITEM Support Services Contract		E. CONTRACT/PR NO. N00174		F. CONTRACTOR		
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM CONFERENCE REPORT		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81308		5. CONTRACT REFERENCE SOW C.1.1 and TASK ORDER		6. REQUIRING OFFICE Task Order Originator		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION		
8. APP CODE N/A	N/A	11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS See BLK 16	a. ADDRESSEE See Blk. 16		
16. REMARKS BLK 12 & 13: Each report shall be due within 15 days of the corresponding conference. BLK 14 & 15: Distribution shall be determined by each individual task order. Electronic submittal is acceptable.				b. COPIES		
				FINAL		
				Draft	Req	Repo
				Delivery Order		
				Originator		
				See BLK 16		

G. PREPARED BY TERRIE J. GREEN	H. DATE 12/29/03	I. APPROVED BY M. Elaine Funkhouser	J. DATE 2003-12-29
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17. Price Group
18. Estimated Total Price



Form Approved
OMB No. 0704-0188

CONTRACT LINE ITEM NO.	B. EXHIBIT A.	C. CATEGORY: TDP TM OTHER X
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1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM ENGINEERING CHANGE PROPOSAL (ECP)	3. SUBTITLE
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7 DD 250 REQ IT	9 DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION b. COPIES
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16. REMARKS	
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G. PREPARED BY <i>Terrie J. Green</i> TERRIE J. GREEN	H. DATE <i>12/29/03</i>	I. APPROVED BY <i>M. Elaine Furkhouse</i>	J. DATE <i>2003-12-29</i>
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DD FORM 1423-1, JUN 90 *Previous editions are obsolete.* 1161/183 Attachment (F)

17. Price Group
18. Estimated Total Price

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CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

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CONTRACT LINE ITEM NO.		B. EXHIBIT A.		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM Support Services Contract		E. CONTRACT/PR NO. N00174		F. CONTRACTOR	
1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM REQUEST FOR DEVIATION (RFD)			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80640		5. CONTRACT REFERENCE SOW C.1.2 AND TASK ORDER		6. REQUIRING OFFICE Task Order Originator	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION	
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS See BLK 16	a. ADDRESSEE FINAL See Blk. 16 Draft Reg Repo	
16. REMARKS BLK 12 & 13: The contractor shall prepare and submit Request for Deviations (RFDS) for approval on an "ASREQ" basis during the period of this contract. All RFDs shall be prepared and submitted in accordance with the contractor's in-house configuration management plan and MIL-HDBK-61. All RFDs shall be typed and of suitable quality for reproduction. Electronic submittal is acceptable. BLK 14 & 15: Distribution shall be determined by each individual task order.				b. COPIES	
				Delivery Order	
				Originator	
				See BLK 16	
G. PREPARED BY TERRIE J. GREEN		H. DATE 12/29/03	I. APPROVED BY m Elaine Sunbrouse		J. DATE 2003-12-25

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17. Price Group

18. Estimated Total Price



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CONTRACT LINE ITEM NO.	B. EXHIBIT A.	C. CATEGORY: TDP TM OTHER X
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1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM NOTICE OF REVISION (NOR)	3. SUBTITLE
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7. DD 250 REQ LT	9 DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION b. COPIES
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16. REMARKS	
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BLK 14 & 15: Distribution shall be determined by each individual task order.

G. PREPARED BY <i>Terrie J. Green</i> TERRIE J. GREEN	H. DATE <i>12/29/03</i>	I. APPROVED BY <i>M. Elaine Furber</i>	J. DATE <i>2003-12-2</i>
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CONTRACT LINE ITEM NO.		B. EXHIBIT A.		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM Support Services Contract		E. CONTRACT/PR NO. N00174		F. CONTRACTOR	
1. DATA ITEM NO. A008		2. TITLE OF DATA ITEM CONCEPTUAL DESIGN DRAWINGS		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81001		5. CONTRACT REFERENCE SOW C.1.2 AND TASK ORDER		6. REQUIRING OFFICE Task Order Originator	
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION b. COPIES	
8. APP CODE A	N/A	11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS See BLK 16	a. ADDRESSEE FINAL See Blk. 16 Draft Reg Repo	
16. REMARKS BLK 4: Provide drawings per MIL-T-31000. Electronic submittal is acceptable. BLK 8: Approval for technical content. Allow 10 days for review by the task order originator. BLK 12: Preliminary copies of drawings to be submitted for review as they are prepared. BLK 13: Final drawings incorporating all review comments to be delivered as directed by task order originator. BLK 14 & 15: Distribution shall be determined by each individual task order.				Delivery Order	
				Originator	
				See BLK 16	
				15. Total	

G. PREPARED BY TERRIE J. GREEN	H. DATE 12/29/03	I. APPROVED BY M. Elaine Turkhouse	J. DATE 2003-12-29
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Attachment (F)

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CONTRACT LINE ITEM NO.		B. EXHIBIT A.		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM Support Services Contract		E. CONTRACT/PR NO. N00174		F. CONTRACTOR	
1. DATA ITEM NO. A009		2. TITLE OF DATA ITEM DEVELOPMENTAL DESIGN DRAWINGS AND ASSOCIATED LISTS		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81002B		5. CONTRACT REFERENCE SOW C.1.2 AND TASK ORDER		6. REQUIRING OFFICE Task Order Originator	
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION	
8. APP CODE A	N/A	11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS See BLK 16	a. ADDRESSEE See Blk. 16 Draft Reg Repo	
16. REMARKS BLK 4: Provide drawings per MIL-T-31000. Electronic submittal is acceptable. BLK 8: Approval for technical content. Allow 10 days for review by the task order originator. BLK 12: Preliminary copies of drawings to be submitted for review as they are prepared. BLK 13: Final drawings incorporating all review comments to be delivered as directed by task order originator. BLK 14 & 15: Distribution shall be determined by each individual task order.				b. COPIES	
				Delivery Order	
				Originator	
				See BLK 16	
G. PREPARED BY TERRIE J. GREEN				H. DATE 12/29/03	
I. APPROVED BY M. Elaine Funkhouser				J. DATE 2003-12-29	

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CONTRACT LINE ITEM NO.		B. EXHIBIT A.		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM Support Services Contract		E. CONTRACT/PR NO. N00174		F. CONTRACTOR	
1. DATA ITEM NO. A010		2. TITLE OF DATA ITEM COMMERCIAL DRAWINGS AND ASSOCIATED LISTS		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-SESS-81003B		5. CONTRACT REFERENCE SOW C.1.2 AND TASK ORDER		6. REQUIRING OFFICE Task Order Originator	
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION	
8. APP CODE A		11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS See BLK 16	a. ADDRESSEE See Blk. 16 Draft FINAL Reg Repo	
16. REMARKS BLK 4: Provide drawings per MIL-T-31000. Electronic submittal is acceptable. BLK 8: Approval for technical content. Allow 10 days for review by the task order originator. BLK 12: Preliminary copies of drawings to be submitted for review as they are prepared. BLK 13: Final drawings incorporating all review comments to be delivered as directed by task order originator. BLK 14 & 15: Distribution shall be determined by each individual task order.				b. COPIES	
				Delivery Order	
				Originator	
				See BLK 16	
				15. Total	

G. PREPARED BY TERRIE J. GREEN	H. DATE 12/29/03	I. APPROVED BY M. Elaine J. [Signature]	J. DATE 2003-12-29
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CONTRACT LINE ITEM NO.		B. EXHIBIT A.		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM Support Services Contract		E. CONTRACT/PR NO. N00174		F. CONTRACTOR	
1. DATA ITEM NO. A011		2. TITLE OF DATA ITEM CONTRACTOR'S CONFIGURATION MANAGEMENT PLAN		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80858B		5. CONTRACT REFERENCE SOW C.1.2 AND TASK ORDER		6. REQUIRING OFFICE Task Order Originator	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION	
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS See BLK 16	a. ADDRESSEE See Blk. 16 Draft FINAL Reg Repo	
16. REMARKS BLK 12 & 13: Submission shall be determined by each individual task order. BLK 14 & 15: Distribution shall be determined by each individual task order. Electronic submittal is acceptable.				b. COPIES	
G. PREPARED BY TERRIE J. GREEN		H. DATE 12/29/03		I. APPROVED BY M. Elaine Funchouser	
				J. DATE 2003-12-29	

DD FORM 1423-1, JUN 90

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CONTRACT LINE ITEM NO.		B. EXHIBIT A.		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM Support Services Contract		E. CONTRACT/PR NO. N00174		F. CONTRACTOR	
1. DATA ITEM NO. A012		2. TITLE OF DATA ITEM TECHNICAL REPORTS-STUDY SERVICES		3. SUBTITLE Drawing Analysis - Calculation Sheets	
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW C.1.2 AND TASK ORDER		6. REQUIRING OFFICE Task Order Originator	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION	
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS See BLK 16	a. ADDRESSEE FINAL See Blk. 16 Draft Reg Repo	
16. REMARKS The contractor shall perform an analysis of the engineering drawings as specified in task order. Calculation sheets showing evidence of the analysis shall be available for review. Electronic submittal is acceptable. BLK 12 & 13: Submission shall be determined by each individual task order. BLK 14 & 15: Distribution shall be determined by each individual task order.				b. COPIES	
				Delivery Order	
				Originator	
				See BLK 16	
				15. Total	

G. PREPARED BY <i>Terrie J. Green</i> TERRIE J. GREEN	H. DATE 12/29/03	I. APPROVED BY <i>M. Elaine Lumberton</i>	J. DATE 2003-12-29
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CONTRACT LINE ITEM NO.		B. EXHIBIT A.		C. CATEGORY: TDP TM OTHER X	
D. SYSTEM/ITEM Support Services Contract		E. CONTRACT/PR NO. N00174		F. CONTRACTOR	
1. DATA ITEM NO. A013		2. TITLE OF DATA ITEM AS-BUILT CONFIGURATION LIST		3. SUBTITLE Drawing Analysis - Calculation Sheets	
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81516 (& See BLK 16)		5. CONTRACT REFERENCE SOW C.1.2 AND TASK ORDER		6. REQUIRING OFFICE Task Order Originator	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION	
8. APP CODE A	N/A	11. AS OF DATE N/A	13. DATE SUBSEQUENT SUBMISS See BLK 16	a. ADDRESSEE FINAL See Blk. 16 Draft Reg Repo	
16. REMARKS One copy of the logbook (or sheet) shall be furnished with each deliverable hardware item and shall contain a list of all departures from the baseline applicable to that item. Provide list with task order of hardware. Delivery shall be specified in each task order. Electronic submittal is acceptable. BLK 8 : Approval required for technical content/adequacy. Allow 10 days for review by the task order originator. BLK 12 & 13: Submission shall be determined by each individual task order. BLK 14 & 15: Distribution shall be determined by each individual task order.				b. COPIES	
				Delivery Order	
				Originator	
				See BLK 16	
				15. Total	
				G. PREPARED BY TERRIE J. GREEN	
				J. DATE 2003-12-29	

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OMB No. 0704-0188

CONTRACT LINE ITEM NO.	B. EXHIBIT A.	C. CATEGORY: TDP TM OTHER X
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1. DATA ITEM NO. A014	2. TITLE OF DATA ITEM PRESENTATION MATERIAL	3. SUBTITLE
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7. DD 250 REQ LT	9 DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION b. COPIES
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16. REMARKS	
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G. PREPARED BY <i>Terrie J. Green</i> TERRIE J. GREEN	H. DATE <i>12/29/03</i>	I. APPROVED BY <i>M. Elaine Finkbeiner</i>	J. DATE <i>2003-12-29</i>
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Attachment (F)

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